



AGENDA

City Council Special Session Meeting Municipal Court Building, 540 Civic Blvd July 26, 2022 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance

Citizen Participation

Consent Agenda

1. Approve July 19, 2022 City Council Minutes.
2. As per RSMo. 109.230(4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	August 4, 2022
Planning & Zoning Meeting	August 8, 2022-Cancelled
City Council Meeting	August 16, 2022
City Council Meeting	August 23, 2022

Old Business and Tabled Items

3. 22-42 An Ordinance of the City Council Authorizing Execution of a Second Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition on Extending the Shuylar Creek Trail.
4. 22-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Three Eight (1.38) Acres, Located at the 3400 Block of East U.S. Highway 60, From Agricultural (AG) to General Commercial (C-2).
5. 22-44 An Ordinance of the City Council Authorizing Execution of an Engineering Services Agreement with Olsson Inc. for the Planning, Design, and Construction Inspection of the Highway MM Expansion.
6. 22-45 An Ordinance of the City Council Approving a Special Use Permit for Josan Properties Arkansas LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 3020 U.S. Highway 60.
7. 22-46 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres of Property, Located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD).
8. 22-47 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

New Business (First Reading of Ordinances)

- [9.](#) 22-48 An Ordinance of the City Council Amending Bill No. 21-65 to Authorize Execution of a Revised Intergovernmental Agreement with Missouri Department of Social Services Family Support Division for the Low Income Household Water Assistance Program.

Other Business (Resolutions)

[10.](#)22-R-38 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with OpenEdge Payments LLC for Credit Card Processing Services.

[11.](#)22-R-39 A Resolution of the City Council Awarding the Bid for Waterline Borings at Hankins Farm Industrial Park Subdivision to On-Side Construction LLC.

[12.](#)22-R-40 A Resolution of the City Council Awarding the Bid for Wastewater Infrastructure Installation at Hankins Farm Industrial Park Subdivision to Hamilton and Dad, Inc.

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.
2. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.

Reports from Staff

Adjournment



MINUTES

City Council Meeting
Municipal Court Building, 540 Civic Blvd
July 19, 2022 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Vacant, Ward III
Vacant, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Gerry Pool, Chris Updike, and Jennifer Mitchell. Others in attendance were: City Attorney Megan McCullough, Assistant City Administrator Jared Keeling, Police Lieutenant Jamie Burks, Finance Manager Kyle Sutton, BUILDS Administrator Andrew Nelson, Assistant BUILDS Administrator Karen Haynes, Deputy Fire Chief Lynn Hollandworth. Engineering Manager Garrett Brickner, IT Director Chris Crosby, Assistant Parks and Recreation Director Jennafer Mayfield, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by Council Member Eric Franklin.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:00.

Richard Hobby 222 E Hadley St. spoke about his concerns of high density housing.

Glen Ennes, 356 N. Tierra Dr. asked what has transpired since the last meeting regarding the density of traffic on 174 and Main. Andrew Nelson advised this may be addressed in item #5.

Mayor Russell closed citizen participation at 6:05.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Wilson to approve the consent agenda. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve June 21, 2022 City Council Minutes.
2. Approve Vendor List.
3. Approve Utility Billing Adjustments.
4. As per RSMo. 109.230(4), City records that are on file in the City Clerk’s office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State’s office.

Board, Commission, and Committee Schedule

City Council Meeting	July 26, 2022
Board of Adjustment Meeting	August 4, 2022
Planning & Zoning Meeting	August 8, 2022-Cancelled
City Council Meeting	August 16, 2022



Old Business and Tabled Items

5. **22-39 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 100.64 Acres, Located Between the 800 and 1500 Blocks of West State Highway 174, from Sandstone West Planned Development District to Prairie Ridge Planned Development District (PDD).**

Motion was made by Council Member Updike and seconded by Council Member Mitchell to have the second reading of Bill 22-39 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Andrew Nelson answered the questions from the previous Council meeting and provided an update. Council Member Franklin motioned for the passage of Bill 22-39. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

6. **22-40 An Ordinance of the City Council Authorizing Execution of an Agreement with the Missouri Highways and Transportation Commission for Sidewalk Improvements to Ensure Compliance with ADA Standards Under MoDOT Project No. J8S3200.**

Motion was made by Council Member Franklin and seconded by Council Member Updike to have the second reading of Bill 22-40 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner was available for questions from Council. Council Member Pool motioned for the passage of Bill 22-40. Council Member Updike seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

7. **22-41 An Ordinance of the City Council Approving a Special Use Permit for KO Storage of Ozark LLC to Operate a Boat, Vehicle, and Self-Storage Facility at 909 North College Avenue.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the second reading of Bill 22-41 by title only. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes was available for questions from Council. Council Member Updike motioned for the passage of Bill 22-41. Council Member Franklin seconded. A roll call vote was taken digitally. The vote was 6 Aye-Franklin, Gerke, Mitchell, Pool, Updike, and Wilson. 0 Nay. Motion Carried.

Mayor's Announcements

Appointment of Ward III Council Member.

Mayor Russell updated Council on the interviews conducted last week for the Council Member III and IV vacancies. Mayor Russell added we had six great candidates.

Mayor Russell requested consent and advice of Council to appoint Brandon Self as Council Member. The vote was 5 Aye-Mitchell, Wilson, Pool, Gerke, and Updike. 1 Nay-Franklin. Motion Carried. Council Member Self was sworn in by City Clerk Laura Burbridge.

Appointment of Ward IV Council Member.

Mayor Russell requested consent and advice of Council to appoint Clint Gerlek as Council Member for Ward IV. 6 Updike, Gerke, Franklin, Wilson, Pool, and Mitchell. Council Member Gerlek was sworn in by City Clerk Laura Burbridge.

Reappointment of Randall Tindell to the Board of Adjustment for a 5-year term ending July 18, 2027.

Mayor Russell reappointed Randall Tindell for a five-year term ending July 18, 2027. There was no objection from Council.

New Business (First Reading of Ordinances)

8. **22-42 An Ordinance of the City Council Authorizing Execution of a Second Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition on Extending the Shuyler Creek Trail.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to have the first reading of Bill 22-42 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner provided an overview of the bill. A citizen in the audience asked for an explanation of what this means and what is changing. Andrew Nelson gave an explanation on the changes. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

9. **22-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Three Eight (1.38) Acres, Located at the 3400 Block of East U.S. Highway 60, From Agricultural (AG) to General Commercial (C-2).**

Motion was made by Council Member Wilson and seconded by Council Member Mitchell to have the first reading of Bill 22-43 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

10. **22-44 An Ordinance of the City Council Authorizing Execution of an Engineering Services Agreement with Olsson Inc. for the Planning, Design, and Construction Inspection of the Highway MM Expansion.**

Motion was made by Council Member Mitchell and seconded by Council Member Franklin to have the first reading of Bill 22-44 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Garrett Brickner provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

11. **22-45 An Ordinance of the City Council Approving a Special Use Permit for Josan Properties Arkansas LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 3020 U.S. Highway 60.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the first reading of Bill 22-45 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill.

Chris Wynn with CJW, 5051 S. National Ave. spoke in favor of the project as their engineer. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

12. **22-46 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres of Property, Located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD).**

Motion was made by Council Member Pool and seconded by Council Member Franklin to have the first reading of Bill 22-46 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell,

Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill.

Rick Wilson with Wilson Surveying, 1835 S. Stewart spoke in favor of the bill representing the developer.

13.22-47 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Motion was made by Council Member Franklin and seconded by Council Member Mitchell to have the first reading of Bill 22-47 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried. Karen Haynes provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff prior to the next meeting with any questions.

Other Business (Resolutions)

14.22-R-34 A Resolution of the City Council Authorizing an Agreement with Arvest Bank to Provide Depository and Banking Services.

Motion was made by Council Member Wilson? and seconded by Council Member Updike to approve Resolution 22-R-34. Kyle Sutton provided an overview of the Resolution. Andrea Sites? with Arvest thanked Council for the opportunity partner in the future. The vote was 7 Aye-Franklin, Gerle, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. 1 Abstain-Gerke Motion Carried.

15.22-R-35 A Resolution of the City Council Approving a Preliminary Plat for Tiger Creek, a Residential Subdivision Consisting of Approximately Forty (40.0) Acres Located at 3445 East Hines Street.

Motion was made by Council Member Updike and seconded by Council Member Mitchell to approve Resolution 22-R-35. Karen Haynes provided an overview of the Resolution. Greg Whitlock, 2131 W. Republic Road spoke in favor of the bill representing the developer. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

16.22-R-36 A Resolution of the City Council Approving the Demolition of the Current Public Works Building Located at 221 N. Main Avenue.

Motion was made by Council Member Wilson and seconded by Council Member Mitchell to approve Resolution 22-R-36. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

17.22-R-37 A Resolution of the City Council Authorizing the City Administrator to Enter into a Contract With Redec, LLC for Professional Advisory Services.

Motion was made by Council Member Updike and seconded by Council Member Pool to approve Resolution 22-R-37. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Reports from Staff

Acting City Administrator Andrew Nelson thanked staff for the heavy agenda. Mr. Nelson also thanked the Dorsey family for the refreshing meetings. Everyone handled it well and the questions were good. Mr. Nelson thanked those who were interviewed for the Council Member seats.

Assistant City Administrator Jared Keeling spoke about Have A Blast, adding that Hines Street was closed at 7:30 p.m. Mr. Keeling added the estimated number of people in attendance was 15,000-17,000. Mr. Keeling thanked the sponsors, monetary sponsors, work sponsors, and the volunteers, adding it was a long hot night. Mr. Keeling noted that Police and Fire were amazing and handled everything flawlessly. Mr. Keeling thanked our community for the support of the event, adding this is beyond a city event, it is a regional event. Mr. Keeling thanked everyone for their help and support.

Council Member Franklin asked about the upcoming road construction projects that recently passed. Andrew Nelson answered that Blevins is currently doing a paving project in Springfield. They have until August 12th to complete the project and should fulfill that. If they can't, we would ask them to do the work at night to avoid disruption to school traffic. Mr. Franklin congratulated Council Member Self and Council Member Gerlek. Mr. Franklin spoke about Have A Blast, noting it was hard to have a conversation out there with everyone having a great time. Mr. Franklin thanked all the volunteers and for the the hard work of staff. Mr. Franklin thanked the applicants that put in for Council, adding we had great quality applicants. Mr. Franklin finished by reminding everyone to vote August 2nd.

Council Member Updike shared that when he left Have A Blast, people were parked at Orscheln all the way to E's Inn watching the fireworks so the overall number of people would be much greater if they were included. Mr. Updike advised everyone to listen to RepMo Radio, who just released a podcast with Jared Keeling and Jennafer Mayfield discussing the Parks Sales Tax.

Mayor Russell thanked Jared Keeling for his outstanding work on Have A Blast, adding Jared gets the entire team working. Mayor Russell added Andrew Nelson has stepped in while David has been out. Mayor Russell added they have talked a lot and he stepped into this role very well. Mayor Russell shared he is pleased we were in good hands while David was gone. Mayor Russell welcomed the new Council Members adding he looks forward to working with Council Member Self again and is excited to have Clint join us.

Adjournment

Mayor Russell adjourned the meeting at 7:21 p.m.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



Record Destruction Request Form

MISSOURI RETENTION MANUAL CODE	NAME/DATE OF RECORDS TO BE DISPOSED	DATE(S) OF DOCUMENTS	RETENTION TIME NEEDED FOR RECORD
1611 Meter Reading Summary Reports	Meter Reading Summary Reports	2016	5 years
1603 Customer Service Deposit File	Deposit refund records	2016	2 years after refund
GS 058 Litigation Case Files	Bankruptcy records from UB accounts	2011	6 years after case is disposed
GS 031 Employment Eligibility Verification Forms	I-9 forms	2020	3 years from date of hire, or 1 year after date of separation, whichever is later



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-42 An Ordinance of the City Council Authorizing Execution of a Second Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for the Design and Right of Way Acquisition on Extending the Shuyler Creek Trail.

Submitted By: Garrett Brickner, Engineering Manager

Date: June 26, 2022

Issue Statement

Authorizing execution of the second supplemental agreement for Shuyler Creek Trail Extension.

Discussion and/or Analysis

This is the Second Supplemental Agreement with the *Missouri Highways and Transportation Commission* for the STP-Urban Funds Agreement for public improvements designated as the design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield. MoDOT requires these agreements be approved by Ordinance. This supplemental agreement consists of two changes:

1. Where the funds come from; currently they are provided for in the STP Urban fund and this would split the encumbrance between the STP Urban fund and the Transportation Alternatives Program (TAP) funds. there is no change in amount of funding, this simply allows the Ozarks Transportation Organization to utilize these STP funds in a different place where TAP funds cannot be.
2. Adjust the project schedule as outlined in Exhibit B of the agreement. The original agreement was only for Design and right-of-way acquisition for the trail, and the timeline outlined in the agreement reflects that. With the first supplemental agreement, construction was added to the agreement, however the timeline was not modified to correctly portray that.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A SECOND SUPPLEMENTAL STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE DESIGN AND RIGHT OF WAY ACQUISITION ON EXTENDING THE SHUYLER CREEK TRAIL

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on November 5, 2019, in Resolution 19-R-37, the Council authorized the City’s Community Development Department (and other City departments) to apply for a grant to fund, at least in part, extension of the Shuyler Creek Trail (herein, “the Project”); and

WHEREAS, on May 19, 2020, in Ordinance 20-20, the Council approved a ‘Missouri Highways and Transportation Commission STP-Urban Program Agreement’ (herein, “First Agreement”) between the City and the Missouri Highways and Transportation Commission (“MHTC”) for the extension of the Shuyler Creek Trail; and

WHEREAS, the First Agreement was executed on July 7, 2020; and

WHEREAS, due to additional funding becoming available to the City on the Project after execution of the First Agreement, on September 15, 2020, in Ordinance 20-37, the Council approved a ‘Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement’ (herein, “First Supplemental Agreement”), which altered the cost of the Project for the City; and

WHEREAS, after the adoption of Ordinance 20-37, MHTC requested the City execute a second supplement, primarily for the purpose of defining the sources of funding for the Project and adjusting the Project schedule outlined in Exhibit B of the First Agreement; and

WHEREAS, the MHTC presented the City with a ‘Missouri Highways and Transportation Commission STP-Urban Program Second Supplemental Agreement’ (herein, “Second Supplemental Agreement”) for consideration, and after review of the Second Supplemental Agreement, the Council finds it is in the best interest of the City to execute the same, as the Project will increase safety and activities for the community at large and the City’s residents by substantially adding to the City’s existing trail system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: Mayor Matt Russell, on behalf of the City, is authorized to execute the ‘Missouri Highways and Transportation Commission STP-Urban Program Second Supplemental Agreement,’ said Second Supplemental Agreement to be in substantially the same form and content as the document attached hereto and labeled “Attachment 1.”

Section 2: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 3: The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

CCO Form: FS11
 Approved: 07/96 (KMH)
 Revised: 03/17 (MWH)
 Modified:

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STBG – 6900(813) TIP# EN2010
 Award Year: 2020
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-6900(813) by the Commission is within the city limits of Republic, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Design and

right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement

with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$394,214.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-6900(813) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately

owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
 Andrew Nelson, Public Works Director
 City of Republic
 204 N. Main Ave.
 Republic, MO 65738
 Phone # 417-732-3150
 Fax # 417-732-3199
 anelson@republicmo.com
- (B) To the Commission:
 Chad Zickefoose, LPA Program Manager
 MoDOT Southwest District
 3025 East Kearney Street, Springfield, MO 65803
 Phone # 417-895-7638
 chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension,

and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 2 day of June, 2020.

Executed by the Commission this 7 day of July, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[Signature]
Title Chief Engineer

CITY OF REPUBLIC

By [Signature]
Title Mayor

ATTEST:
[Signature]
Secretary to the Commission

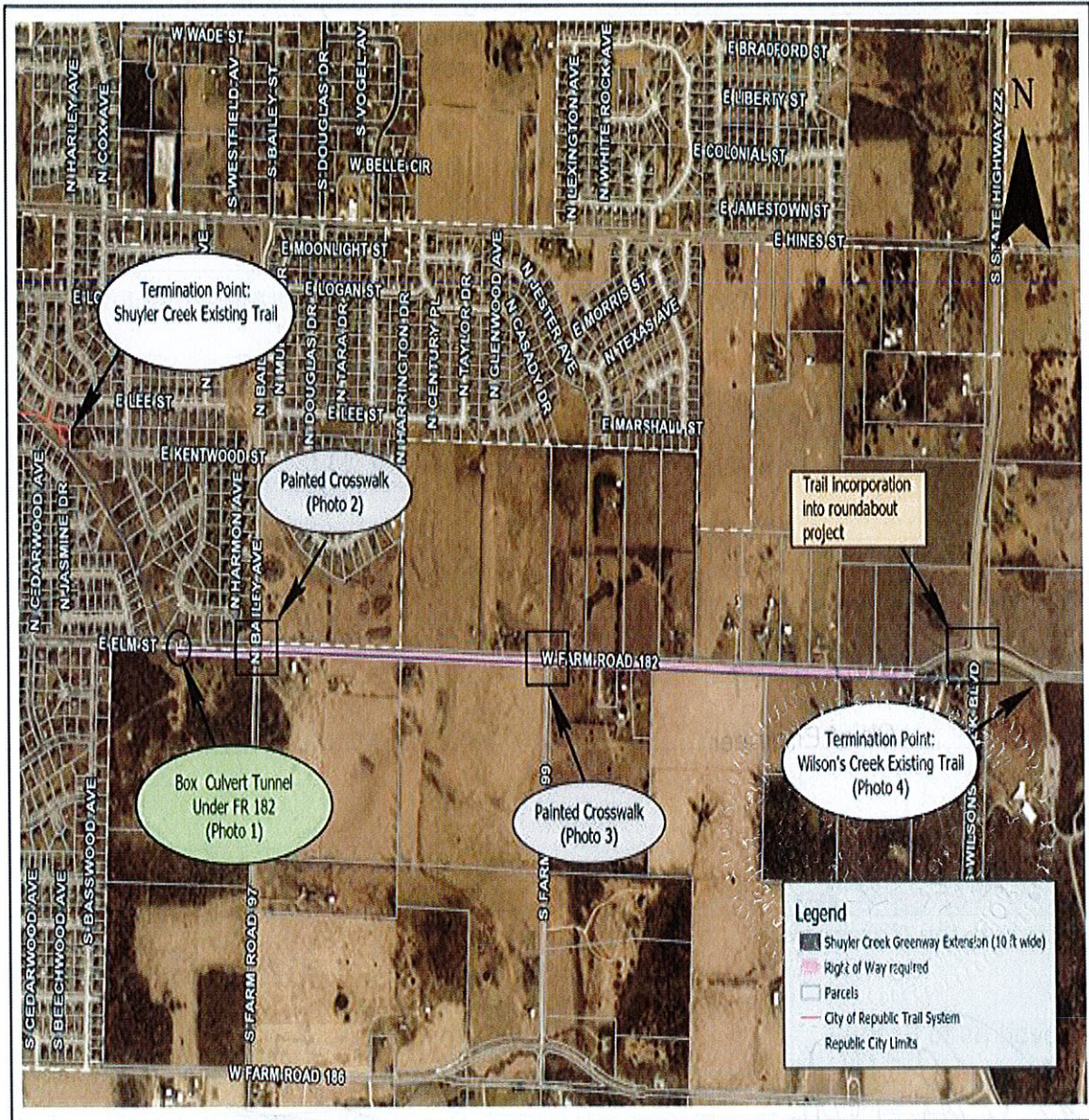
ATTEST:
By [Signature]
Title City Clerk

Approved as to Form:
[Signature]
Commission Counsel

Approved as to Form:
By [Signature]
Title City Attorney

Ordinance No: 20-20

Exhibit A - Location of Project



Handwritten notes:
A line
A.D.
Shuyler Creek

Exhibit B – Project Schedule

Project Description: STBG-6900(813) – Design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

Task	Date
Date funding is made available or allocated to recipient	4/2020
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	8/2020
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal	12/2020
Right-of Way Plans Approved	7/2021
Right-of-Way Request for Acquisition Authority Submitted	8/2021
Plans, Specifications & Estimate (PS&E) Submittal	12/2021
Plans, Specifications & Estimate (PS&E) Approval	4/2022
Right-of-Way Clearance completed (REQUIRED)	8/2022

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit C

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit C

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Exhibit C

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Exhibit C

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Exhibit C

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit C

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit C

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit C

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE DESIGN AND RIGHT OF WAY ACQUISITION FOR THE EXTENSION OF THE SHUYLER CREEK TRAIL

WHEREAS, the City of Republic, Missouri, (herein called "City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on November 5, 2019, in Resolution 19-R-37, the Council authorized the Community Development Department and other City departments to apply for a grant to extend the Shuyler Creek Trail; and

WHEREAS, on May 19, 2020, in Ordinance 20-20, the Council approved an STP-Urban Program Agreement for the Extension of the Shuyler Creek Trail with the Missouri Highways and Transportation Commission (herein called "First Agreement"); and

WHEREAS, that First Agreement was executed on July 7, 2020; and

WHEREAS, due to the increase in funding available, the Missouri Highways and Transportation Commission has proposed a First Supplemental STP-Urban Program Agreement (herein called "Agreement") with the City for the Extension of the Shuyler Creek Trail in the City (herein called "Project"); and

WHEREAS, this Agreement will obligate the City to contribute 20% towards the Project, which is approximately \$215,208.00. The other 80% of the funding will come from federal funds; and

WHEREAS, the Council finds that this Agreement is in the best interest of the City as the Project will increase safety and activities for the community and residents by adding to the City's existing trail system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

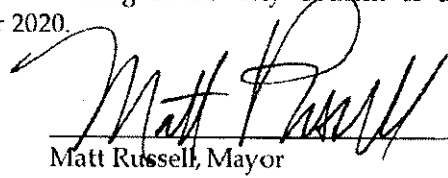
- Section 1. Mayor Matt Russell is authorized to execute on behalf of the City a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission not to exceed \$215,208.00, said Agreement to be substantially in the form and content of the document attached hereto and incorporated herein.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

BILL NO. 20-37

ORDINANCE NO. 20-

Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 15th day of September 2020.


Matt Russell, Mayor

Attest:


Laura Burbridge, City Clerk



Digitally signed by Scott Ison
Date: 2020.08.19 13:51:18
-05'00'

Approved as to Form: _____ Scott Ison, City Attorney

Final Passage and Vote: The vote was 7 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Updike, and Wilson. 0 Nay. Motion Carried.

CCO Form: FS27
 Approved: 05/02 (BDG)
 Revised: 03/17 (MWH)
 Modified:

Greene County
 City of Republic
 Project STBG-6900(813)

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STBG-6900(813) TIP# EN2010-20A5
 Award Year: 2020
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM
 SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 7, 2020 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as the design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraphs (1), (2) and (12(A)) of the Original Agreement are hereby removed and replaced with the following:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-

6900(813) by the Commission is within the city limits of Republic, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

- (12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (80%) not to exceed **\$866,099.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

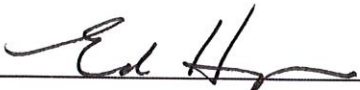
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 29 day of October, 2020.

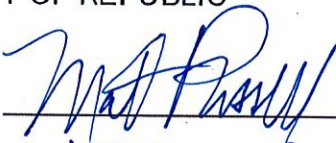
Executed by the Commission this 17 day of December, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC



Title: Chief Engineer

By 

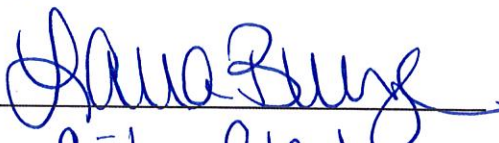
Title: Mayor

ATTEST:




Secretary to the Commission

ATTEST:

By 


Title: City Clerk

Approved as to Form:



Commission Counsel

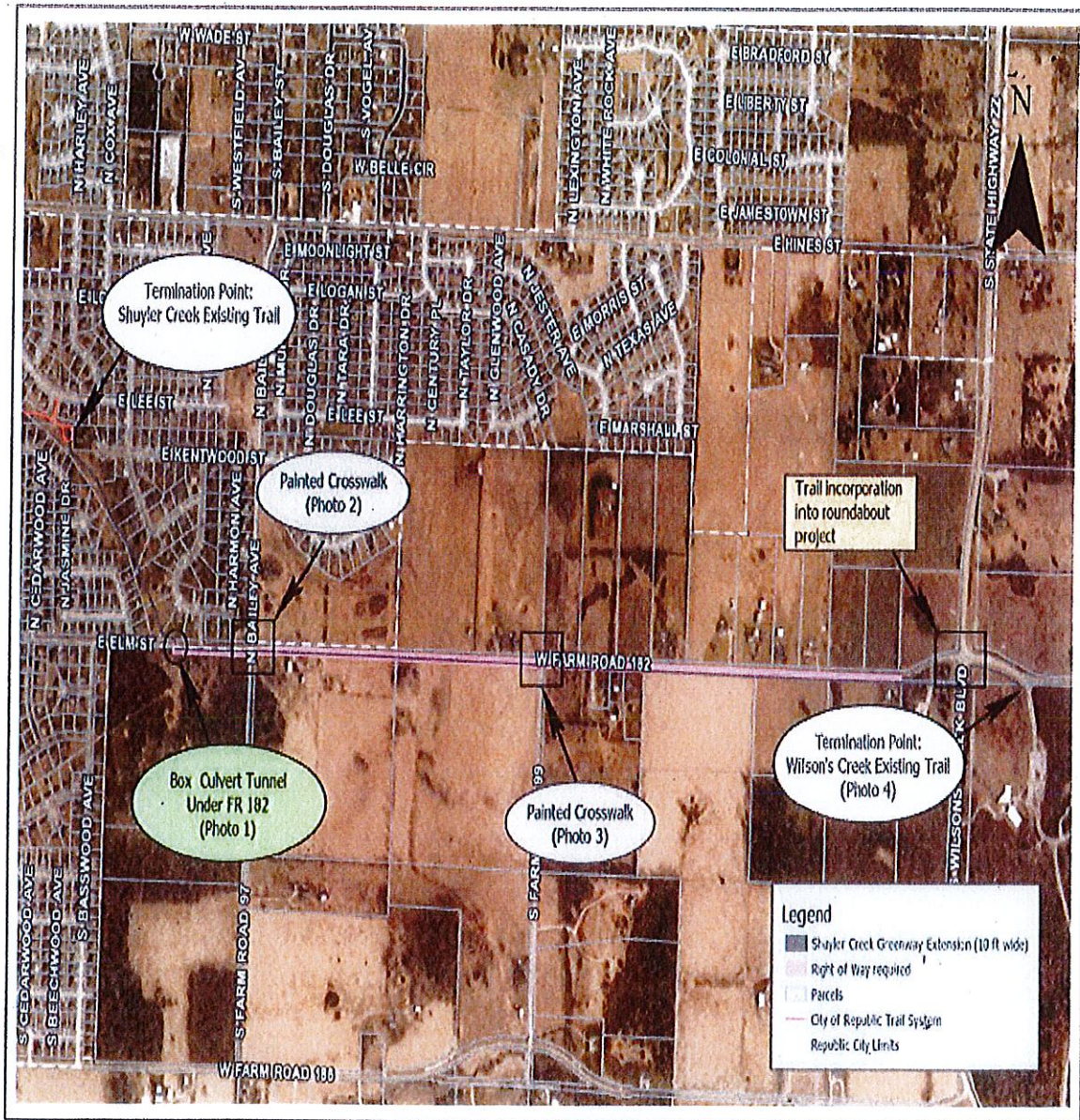
Approved as to Form:



Title: City Attorney

Ordinance No.: 20-37

Exhibit A - Location of Project



CCO Form: FS27
 Approved: 05/02 (BDG)
 Revised: 03/17 (MWH)
 Modified: 01/22 (MWH)

Greene County
 City of Republic
 Project: STBG-6900(813)

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STBG-6900(813) TIP #EN2010-22AM3
 Award Year: 2020
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM SECOND SUPPLEMENTAL AGREEMENT**

THIS SECOND SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 7, 2020 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as the design and right of way acquisition for the extension of the Shuylar Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, on December 17, 2020 the Commission and City previously entered into a First Supplemental Agreement; and

WHEREAS, the Commission and the City now desire to further revise the Original Agreement and First Supplemental Agreement as provided in this Second Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISIONS: Paragraph (1) PURPOSE; Paragraph (3) REASONABLE PROGRESS POLICY; Paragraph (7) CITY TO MAINTAIN; Paragraph (12) REIMBURSEMENT; and subparagraph 12(A) of the Original Agreement are hereby removed and replaced with the following:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design, environmental, right of way acquisition and construction for the extension of the Shuylar Creek Trail to Elm Street/Farm Road 182

and along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement. The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C 101, 106 and 213; SAFETEA-LU 1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvements whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

- (A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any cost

incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (80%) not to exceed \$356,707.00 of STP funds and 80% not to exceed \$509,392.00 of Transportation Alternatives funds. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ADDITIONS: Paragraph (33) PLANS; Paragraph (34) INSPECTION OF IMPROVEMENTS AND RECORDS; Paragraph (35) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES; Paragraph (36) ASSIGNMENT; and Paragraph (37) CANCELLATION are hereby added to the Original Agreement and shall state as follows:

(33) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(34) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission. FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(35) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. 323

(36) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(37) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation . Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice

(38) EXHIBIT B - PPROJECT SCHEDULE: Exhibit B – Project Schedule attached to the Original Agreement is hereby removed and replaced with the Exhibit B – Project Schedule attached hereto.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Second Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Second Supplemental Agreement as if fully written in this Second Supplemental Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

Exhibit B – Project Schedule

Project Description: STBG-6900(813) – Design, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield

Task	Date
Date funding is made available or allocated to recipient	04/2020
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	01/2021
Preliminary and Right of Way Plans Submittal	08/2021
Plans, Specifications & Estimate (PS&E) Submittal	10/2022
Plans, Specifications & Estimate (PS&E) Approval	02/2023
Right of Way Clearance Completed	06/2023
Advertisement for Letting	07/2023
Bid Opening	08/2023
Construction Contract Award or Planning Study completed (REQUIRED)	09/2023

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-43 An Ordinance of the City Council Approving Amendment of the Zoning Classification of Approximately One Point Three Eight (1.38) Acres, Located at the 3400 Block of East U.S. Highway 60, From Agricultural (AG) to General Commercial (C-2).

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: July 26, 2022

Issue Statement

Timberline Land Co LLC has applied to change the Zoning Classification of approximately **1.38 acres** of property located at the 3400 Block of East US Highway 60 from Agricultural (AG) to **General Commercial (C-2)**.

Discussion and/or Analysis

The property subject to this Rezoning Application consists of approximately (1.38) acres of land located at 3400 Block of East US Highway 60; the property is currently vacant. Timberline Land Co LLC recently annexed into the City of Republic (2022) with a stated intention of developing storage units on the site.

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City**.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial development through proactive Rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan, with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses**.

- **Goal:** Recognize potential infill sites as opportunities for development, while mitigating impacts to adjacent, established properties
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development.

The Rezoning of this parcel is consistent with City's Adopted Plans.

The general trend in the vicinity of the subject property is commercial retail and multifamily residential.

Compatibility with Surrounding Land Uses



The subject property is adjacent to the Field Stone Planned Development District (PDD) to the west, where 60 West is located.

The General Commercial (C-2) Zoning District is intended to allow less restrictive retail and service-related businesses.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service:

Development of the property will require connecting to existing municipal water and sewer mains located near the property. Both a 10” water main and an 8” gravity sewer main are located along the southern property line of the subject parcel. The sanitary sewer will flow from the site to the McElhaney and Shuyler Creek Lift Stations before it is pumped to the Wastewater Treatment Facility.

The water system, named Lift Station, and Wastewater Treatment Facility currently have capacity to serve the intended use.

Transportation:

The property will have access off of FR 101.

A Traffic Impact Study (TIS) was not required for the Rezoning Application, as the developer has indicated a use of low intensity. The traffic impact of the proposed use has been initially evaluated by the City Engineer; the proposed use generates less trips than other Permitted Uses within the General Commercial Zoning District.

A Traffic Impact Study (TIS) may be required should the intended use change. Development of the property will require adherence to the City’s Transportation Plan and the Adopted Transportation Map.

Floodplain: The subject parcel **does not** contain any areas of Special Flood Hazard Area (Floodplain).

Sinkholes: The subject property **does not** contain any identified sinkholes.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning)** to be generally consistent with the **goals and objectives of the Comprehensive Plan**, consistent with the **trend of development in the vicinity of the site, compatible with surrounding land uses, and able to be adequately served by municipal facilities**. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), **Staff recommends the approval of this application.**

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CLASSIFICATION OF APPROXIMATELY ONE POINT THREE EIGHT (1.38) ACRES, LOCATED AT THE 3400 BLOCK OF EAST U.S. HIGHWAY 60, FROM AGRICULTURAL (AG) TO GENERAL COMMERCIAL (C-2)

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, an application (“Application”) for an amendment to the Zoning Code and Official Zoning Map to rezone certain real property consisting of approximately 1.38 acres, located at the 3400 block of East U.S. Highway 60, from Agricultural (AG) to General Commercial (C-2), was submitted to the City’s BUILDS Department; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for July 11, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published on June 22, 2022 in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

WHEREAS, the City gave notice of the public hearing to the record owners of all properties within the area proposed to be rezoned and within 185 feet of the property proposed to be rezoned; and

WHEREAS, the Commission conducted the public hearing on July 11, 2022, at which all interested persons and entities were afforded the opportunity to present evidence and/or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of six (6) Ayes to zero (0) Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on July 19, 2022, and submitted for second read at its regular meeting on July 26, 2022, after which the Council voted to approve the Application and amend the Zoning Code accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract located at the 3400 block of East US Highway 60, more fully identified and described as follows:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI AND BEING THE LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 2008 PAGE 03121908 AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 10, AS SHOWN IN OLD STONE DEVELOPMENT SUBDIVISION, RECORDED IN BOOK 2005, PAGE 065605-05 AND WITH THE NORTH LINE OF SAID SUBDIVISION N 89°41'50"W, 422.50 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 60; THENCE LEAVING THE NORHT LINE OF SAID SUBDIVISION AND WITH THE SOUTHEASTERLY RIGHT OF WAY LINE, N 56°15'20"E 511.85 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE LEAVING SAID RIGHT OF WAY LINE AND WITH THE EAST LINE OF SAID SECTION, S 0°37'30"W, 286.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.38 ACRES.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 3: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



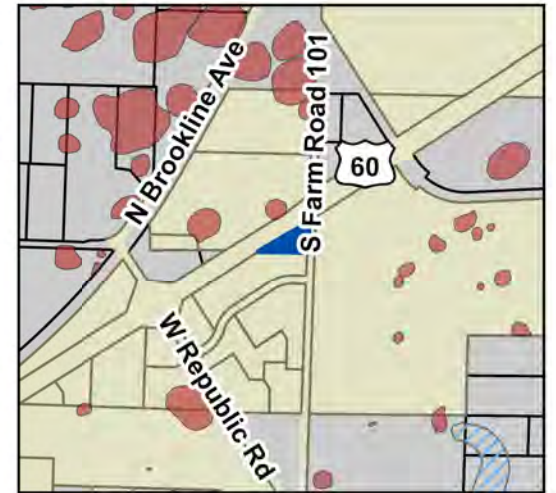
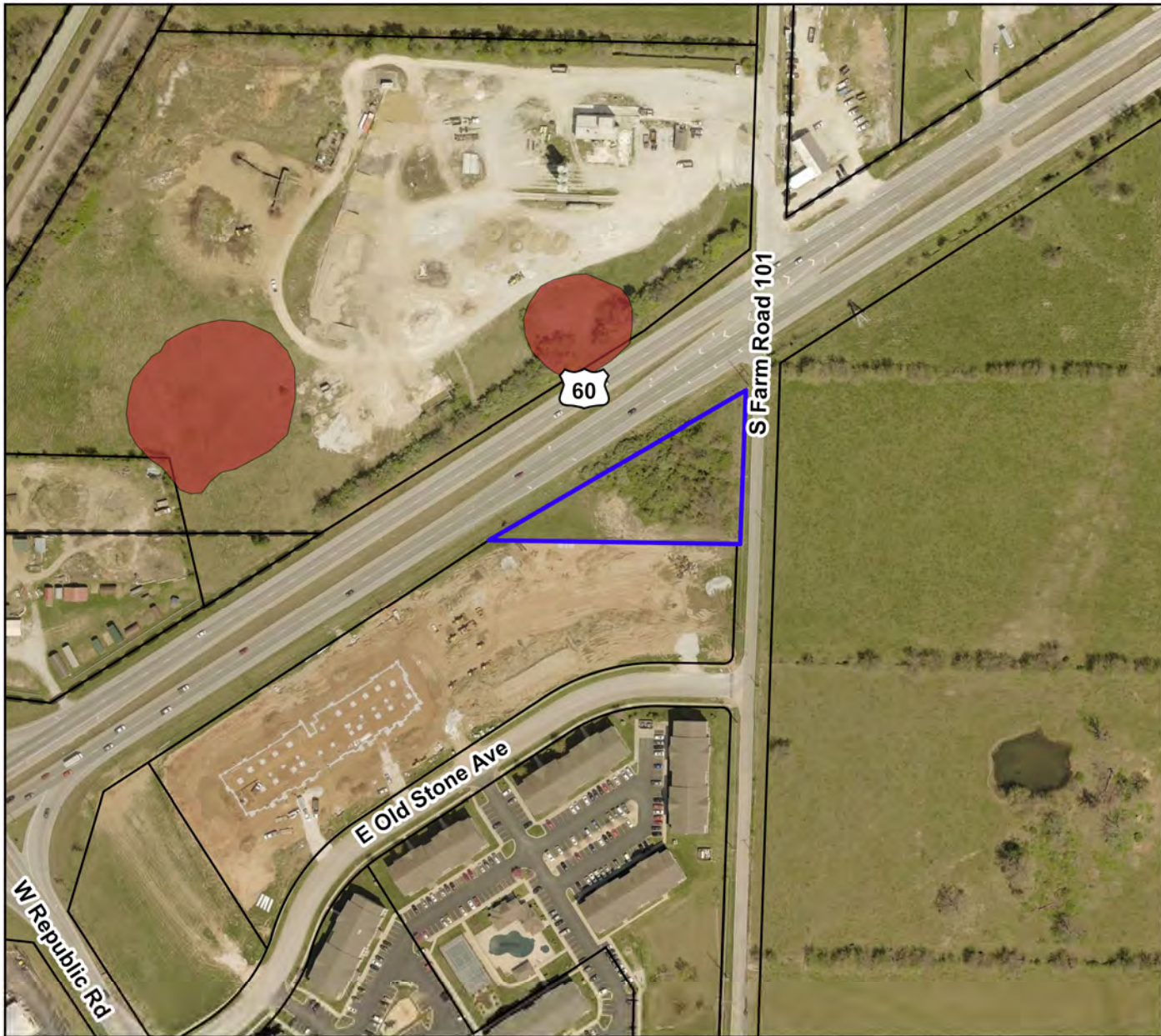
Megan McCullough, City Attorney

Final Passage and Vote:

REZN 22-007: Timberline Land Co LLC

Item 4.

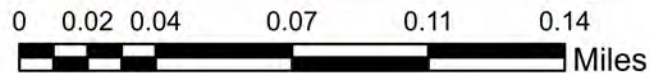
Vicinity Map



Legend

-  Timberline Land Co LLC
-  Parcels
-  Sinkhole
-  Floodplain

Parcel Owner: Timberline Land Co. LLC
Parcel Location: 3400 Block of E US Hwy 60
Area: 1.38 Acres
Existing Zoning: Agricultural (AG)
Requested Zoning: General Commercial (C-2)



REZN 22-007: Timberline Land Co LLC

Item 4.

Zoning Map



Legend

Timberline Land Co LLC

Parcels

Zoning

AG Agricultural

C-1 Commercial

C-2 General Commercial

C-3 General Commercial

M-1 Light Manufacturing

M-2 Heavy Manufacturing

PDD Planned Development

R1-L Single Family Low Density

R1-M Single Family Medium Density

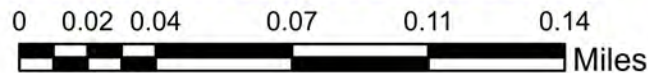
R1-H Single Family High Density

R1-Z Zero Lot Line Residential

R-2 Two-family Residential

R-3 Multi-family Residential

Parcel Owner: Timberline Land Co. LLC
 Parcel Location: 3400 Block of E US Hwy 60
 Area: 1.38 Acres
 Existing Zoning: Agricultural (AG)
 Requested Zoning: General Commercial (C-2)



Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

1.38 acres AG → G-2
No Traffic Impact needed
Water + sewer available

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Dochow

Commissioner Signature:

[Signature]

Date:

7-11-22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

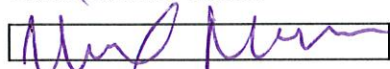
- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:


Michael Mann

Commissioner Signature:



Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Chris Sexton is the owner - drinks control self storage
No other speakers.

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval
- Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezone

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

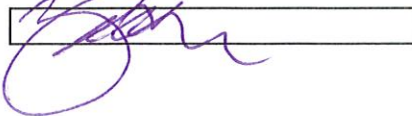
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

PINWELL

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Rezoning

Name of Applicant:

Timberline Land Company LLC (REZN 22-007)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

Conforming to the City's adopted Land Use Plan

Yes No

Conforming to the City's adopted Transportation Plan

Yes No

Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.)

Yes No

Compatible with surrounding land uses

Yes No

Able to be adequately served by municipal infrastructure

Yes No

Aligned with the purposes of RSMo. 89.040

Yes No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

RANSON ELLIS, III

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-44 An Ordinance of the City Council Authorizing Execution of an Engineering Services Agreement with Olsson Inc. for the Planning, Design, and Construction Inspection of the Highway MM Expansion.

Submitted By: Garrett Brickner, Engineering Manager

Date: July 26, 2022

Issue Statement

Authorizing execution of an Engineering Services Agreement with Olsson Inc., for Highway MM Expansion engineering design and construction inspection.

Discussion and/or Analysis

Funds have been made available by the Federal Highway Administration through its STBG Surface Transportation Block Grant, and Cost Share Program, coordinated through the Missouri Department of Transportation. The City of Republic, acting as the Local Agency, intends to hire Olsson to design and engineer the expansion of Route MM from 2/3 lanes to 5 lanes with curb and gutter, extending from the eastbound ramp intersection of Interstate 44 south to the westbound ramp intersection US 360 (James River Freeway), including all plans required for construction and Right-of-Way acquisition, along with environmental clearance and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract.

The estimated cost is \$933,494.06 for engineering services provided in the contract. Staff is requesting a maximum not to exceed amount for this contract of \$950,000 to accommodate any minor overruns that may occur. Any expenses that will cause the maximum amount to exceed the \$950,000 would require a change order authorized by the City Council. The cost estimate is in line with the estimate provided in the cost share application. The city has already received \$685,692 from the Commission for preliminary Engineering and will receive another \$457,308 for construction engineering once we get to that point and is how these expenses will be paid.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH OLSSON INC. FOR THE PLANNING, DESIGN AND CONSTRUCTION INSPECTION OF THE HIGHWAY MM EXPANSION

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on April 5, 2022, in Ordinance 22-17, the Council approved a Cost Share Economic Development Agreement with the Missouri Highways and Transportation Commission (“MHTC”) for the expansion of a portion of Route MM between the Interstate-44 Interchange and the Route 360 Interchange (“MM Expansion” and/or “Project”); and

WHEREAS, on April 19, 2022, in Ordinance 22-23, the Council approved a Direct Loan Agreement and Promissory Note with the Missouri Transportation Finance Corporation (“MTFC”) for certain funds to be used toward the MM Expansion; and

WHEREAS, additional funds for the MM Expansion have been made available to the City by the Federal Highway Administration through its Surface Transportation Block Grant (“STBG”) and Cost Share Program; and

WHEREAS, under the STBG and Cost Share Program, the City acts as the Local Agency in procuring the necessary engineering and other professional services to execute the Project; and

WHEREAS, after completing the competitive bidding process, the City has selected Olsson Inc. to provide the City with the professional engineering services required for the MM Expansion, which will include the planning and design of the construction and Right-of-Way acquisition as well as the construction inspection and other services for environmental clearance; and

WHEREAS, the Council has reviewed the terms of the proposed agreement between the City and Olsson Inc. for the engineering services described above and deems the terms of that agreement acceptable.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into an engineering services agreement with Olsson, Inc. in substantially the same form as Exhibit 1, attached hereto, in an amount up to but not to exceed \$950,000.
- Section 2:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

SPONSOR: City of Republic

LOCATION: State Highway MM from Interstate 44 south to James River Freeway, Republic & Greene County, MO

PROJECT: Highway MM Expansion J8S0836B

THIS CONTRACT is between *The City of Republic* Missouri, hereinafter referred to as the "Local Agency", and *Olsson, Inc., 550 St. Louis St., Springfield, MO 65806*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *STBG Surface Transportation Block Grant, and Cost Share Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *design engineer the expansion of Route MM from 2/3 lanes to 5 lanes with curb and gutter, extending from the eastbound ramp intersection of Interstate 44 south to the westbound ramp intersection US 360 (James River Freeway), including all plans required for construction and Right-of-Way acquisition, along with environmental clearance* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See ATTACHMENT A – SCOPE OF SERVICES

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 10% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Powell CWM, Inc. 3200 S. State Route 291 Bldg. 1 Independence, MO 64057	Survey	\$136,486.36	\$136,486.36	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on (August 01, 2024)
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$74,310.22, with a ceiling established for said design services in the amount of \$933,494.06, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0, with a ceiling established for said inspection services in the amount of \$0, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 54.20% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 108.13% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Powell CWM, Inc.	3200 S. State Route 291, Bldg. 1 Independenc, MO 64057	Survey
Southwest Appraisal	3041 S. Limbrough Ave., Suite 107 Springfield, MO 65807	Appraisals
GHA Consulting Engineers	625 Forest Edge Drive Vernon Hills, IL 60061	Traffic Counts

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 14th day of _____ June , 2022.

Executed by the County/City this day of _____, 20 .

FOR: City of Republic, MISSOURI

BY: _____
City Administrator

ATTEST: _____
City Clerk

FOR: Olsson, INC.

BY: *Neil Potts* Vice President
Title

ATTEST: *Cary Clark*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Finance Director

EXHIBIT A - SCOPE OF SERVICES

Project Description

This scope of services has been developed as a, Local Public Agency (LPA) Project managed by the City of Republic (hereinafter referred to as "City"), Job No. J8S0836B to provide roadway improvements as an expansion of Route MM in Greene County from 2/3 lanes to 5 lanes with curb and gutter. The project limits extend from the eastbound ramp intersections of Interstate 44 south to the westbound ramp intersections of US 360 (James River Freeway). In addition to these improvements, it is anticipated that there will be required utility relocations requiring coordination that includes but not limited to water, sewer, gas and electric from multiple providers.

This contract shall be in two phases, with the potential for a third supplemental phase. Phase 1 consists of the access management study, surveying, and preliminary plans to obtain NEPA clearance to proceed with right-of-way acquisition. Public involvement will occur in this first phase. Phase 2 consists of development of right-of-way plans and acquisition services, PS&E plans and documents for bid letting, as well as preconstruction consultation. Phase 3, if elected by the City, may authorize construction inspection services as part of the contract.

The CONSULTANT shall provide the professional, technical, and other personnel resources, equipment, materials, and all other things necessary to prepare an access management study and report, public meeting exhibits, preliminary plans for NEPA approval/proceed to A-date request, right-of-way plans and acquisition services, construction plans and bid documents, and construction inspection for MoDOT Project J8S0836B.

The CONSULTANT shall perform these services, all in accordance with the standard practice of federal and state requirements as outlined in the MoDOT Engineering Policy Guide (EPG) Section 136 LPA Policy and using AASHTO Green Book and other resources as listed in the EPG. A more detailed description of the process and requirements used by MoDOT for completion of the design may be found in the EPG. The CONSULTANT is encouraged to review the appropriate sections of the manual to supplement the information contained in the scope of services and provide additional guidance in the requirements and expectations of the City for completion of the design services. Any deviations from Commission established procedures for design, construction or materials shall be approved by the City with consent from MODOT. This documentation shall include a brief justification for the deviation and the signature of the CONSULTANT project manager.

Preparation of a supplemental agreement is necessary prior to performance of any work, which is considered as additional services, not included in the original scope of services. The CONSULTANT will not be compensated for additional services performed prior to execution of a supplemental agreement. Only additional services, which are required due to changed or unforeseen conditions or are due to a change in the specified product, will be considered for inclusion in a supplemental agreement. Services rendered by the CONSULTANT, which are considered additional services, will be addressed as per the contract Consultant Agreement. The

provisions of the Consultant Agreement outlining the responsibilities of the CONSULTANT regarding the quality and accuracy of the deliverables and products shall apply to any decisions regarding determinations of additional services.

This scope of services is intended to be an accurate description of the items and tasks required for completion of the design of this project. However, each segment or intersection of the corridor is unique and may require more or less effort in an individual task to complete the design. The following information will explain and define in general terms the major design items of importance relating to this project. Where in conflict the EPG and LPA Policy will govern the requirements listed herein. All the elements of work that are necessary to satisfactorily complete the design of this project will be listed.

I. Project Management and Coordination Tasks – Phase 1 & 2

The CONSULTANT shall perform the following Administration/Project Management and Coordination tasks:

1. Coordinate with City Project Manager to schedule and plan the kick-off core team meeting. Participate in the kick-off core team meeting, inviting any sub consultants that need to attend. All project submittals will be required to be submitted to the City directly for approval before submission to MODOT as needed for further approval. A MODOT representative will participate as a core team member
2. Schedule, plan and participate core team meetings consisting of City Staff and assigned representatives from MODOT. A total of four (4) virtual core team meetings is anticipated for Phase 1 of this contract. The CONSULTANT will establish and lead progress meetings once a month or as needed with the project's core team coordinated through the City's project manager. The purpose of the progress meetings is to review the project performance and other parts of the work necessary to keep the project on scope, schedule and within budget. The objective of each meeting is to provide stakeholders opportunity to provide input on the design of the project. The project's core team communication will be coordinated by the CONSULTANT to establish the necessary stakeholder engagement. The following shall be included as part of the project coordination.
 - a. Prepare minutes for all meetings and provide to core team. Provide all meeting materials to participants at least three business days prior to the meeting for review and provide meetings minutes of all meeting, including action items, within three business days after the meeting for review and concurrence.
 - b. Prepare monthly progress reports that include the following:
 - i. Past month's activities/accomplishments
 - ii. Pending issues and decisions
 - iii. Problem areas and recommended corrective actions
 - iv. Schedule summary status (chart showing baseline schedule vs. actual schedule)
 - v. Next month's planned activities/goals
 - vi. Summary of coordination efforts (including correspondence summaries)
 - c. All of the above include/address sub-consultant tasks.

3. The CONSULTANT will create a draft report of the Access Management Study as outlined below and submit an electronic version of the draft to the core team for review and comment. The CONSULTANT will conduct a charrette/workshop with the core team and other pertinent stakeholders to review the findings of the study and determine solutions.

II. Access Management Study Report – Phase 1

The CONSULTANT’s attention is directed to Section 940 of MoDOT’s Engineering Policy Guide (EPG) for general guidelines and requirements for the access management study. The CONSULTANT will identify existing driveway site locations and conditions to determine areas prone to congestion and/or safety-related issues and make recommendations for future limitations of right-of-way access along the corridor. In cases where the access management criteria cannot be met, a detailed analysis is to be performed to determine the optimum solution. This solution is to improve safety and operations along the roadway and maintain uninterrupted flow on the transportation system and adequate access to the adjoining properties. Flexibility, good judgment, negotiation, and compromise will be necessary to determine the right solution for each location.

1. The intent of the 5-lane widening is to accommodate left turn movements utilizing two-way left turn lanes. Dedicated right turn lanes are not anticipated for this project. However, lane alignments must be analyzed to determine where lane additions would be effectively designed and implemented along the corridor with respect to parcel and existing right-of-way constraints. Geometric concepts are as follows:
 - a. Establish and optimize horizontal and vertical geometry.
 - b. Estimate lane widths, storage lengths, and structure locations and sizes.
 - c. Estimate locations of traffic barriers and traffic control devices, as applicable.
 - d. Estimate area of right-of-way needs. It is expected that the locations of some existing driveways may be altered for preferred access management to meet the objectives of the corridor widening project.
 - e. Identify potential design exceptions that may be required.
 - f. Identify preferred driveway or access roads locations as a limited access right-of-way corridor, inventory of existing driveways, and recommendations for relocation of those existing driveways for improved access to the corridor.
 - g. Estimate and identify utility relocations and impacts.
 - h. Evaluate constructability and feasibility of the alternatives.
 - i. CONSULTANT will prepare AutoTurn simulations and exhibits as directed by MoDOT to demonstrate traffic movement through any upgrades to intersections and turn-lane movements.
 - j. Update traffic counts and process data.
2. The CONSULTANT shall review “as built” plans, aerial photographs, manuscripts, etc. and other information to be provided by the COMMISSION. The CONSULTANT shall perform a field investigation to assure that there have been no significant changes since the information was recorded or obtained. The CONSULTANT shall incorporate any significant changes

found during the field investigation as part of this contract, and document the extent of changes, location of new improvements (driveways, intersection quadrant, etc.), project exceptions and utility improvements.

3. The CONSULTANT shall summarize the determinations made during the field evaluation in an Access Management Report. The CONSULTANT shall include the following:
 - a. The CONSULTANT shall evaluate right of way impacts of the proposed improvements and the need for additional right of way, permanent easements, and temporary construction easements.
 - b. The CONSULTANT will evaluate the location of the proposed improvements for existing utility conflicts and will develop and document the need for relocation and work with the MoDOT utility section to develop a cost estimate for relocation to be included in the preliminary cost estimate.
4. Estimate shall include construction cost, right of way costs, specialty costs for pedestrian access, signing, and lighting revisions, and potential for any utility adjustments. The consultant shall prepare an estimate using BidTabs.Net format, utilizing district, county, and statewide averages for item costs. If needed, square foot right of way cost estimates and utility relocation cost can be provided by MoDOT.
5. The CONSULTANT shall develop exhibit drawings to be included in the Access Management Report, and to the quality and detail that they can be included in any public involvement efforts.

III. Survey Services – Phase 1

The CONSULTANT shall review "as built" plans, aerial photographs, manuscripts, etc. and other information to be provided by MoDOT and make the necessary field investigations to assure that there have been no significant changes since any available MoDOT survey was recorded or obtained.

1. The CONSULTANT shall provide all land survey control information for each project, including benchmarks and alignment reference ties, horizontal and vertical survey control.
2. The CONSULTANT shall be responsible for topographic survey and all surveying items necessary to provide preliminary plans, right of way plans, and final plans.
3. The CONSULTANT shall provide all property lines and ownership, other land survey information, city limits, existing right-of-way and MODOT easements. Easements not owned by the COMMISSION on private property shall be provided by the CONSULTANT, if new right of way or temporary easement will be required for the project at that location. These can typically be obtained by a title commitment. The CONSULTANT shall incorporate(draw) all recorded or known easements not owned by the COMMISSION (including utility easements) into the project drawings (microstation files).

4. MoDOT will provide any available survey data for the entire corridor. Surveying for Areas beyond that survey for design purposes will be required by the CONSULTANT. Currently, there is no LIDAR survey available from MoDOT within the corridor, other than within the right-of-way limits of US 360 and I-44.
 - a. The CONSULTANT shall submit a Survey Request to MoDOT that includes detailed information on any available survey data needed for the project.
 - b. The CONSULTANT shall provide an exhibit (pdf map or kmz file) that shows the outline and/or location of the requested survey.
5. The CONSULTANT will be responsible for providing any additional needed survey for the 5-lane additions associated with the corridor widening project.
6. The CONSULTANT shall follow MoDOT's Surveying Policies and Guidelines as stated in the Engineering Policy Guide (EPG). The CONSULTANT is directed to review EPG Section 238.
7. The survey data shall be based on the Missouri State plane coordinate system, Central zone. The modification factor shall be determined by the CONSULTANT in accordance with the Missouri Coordinate System of 1983 Manual for Land Surveyors. All elevations and vertical control shall be based on NAVD 88.
8. The CONSULTANT shall verify or establish horizontal and vertical control with reference to MoDOT's RTK coordinate system. Horizontal and vertical control to be based on the Missouri State Plane Coordinate system, Central Zone, NAD83, NAVD 88.
9. If necessary for the project, the CONSULTANT shall establish or re-establish any necessary section corners or land-ties.
10. The CONSULTANT shall locate all Section Corners, Quarter Section Corners, and personal property monuments within project limits.
11. The CONSULTANT shall coordinate utility locates with Missouri One-Call and locate utilities as marked by One-Call (visible from existing paint marks, flagging) and incorporate utilities as shown by utility owner as-builts if not marked by Missouri One-Call. Sewer structure information (top, flowline and pipe sizes) of all sewers and crossroad culverts within the project limits and the next upstream and downstream structures shall be surveyed. Locate pavement markings, edge of pavement and treed area.
12. The CONSULTANT shall perform a land survey of the Right of Way corridor for the project compliant with the Missouri Standards for Property Boundary Surveys.
 - a. The survey plan shall include a land description of the highway Right of Way corridor. This description shall:
 - i. Be based on the location survey.

- ii. Be concise.
 - iii. Contain title identity.
 - iv. Contain bearings, measured distances and highway stationing in ground units.
 - v. Contain measurement data that describes the geometric area of the corridor and closes mathematically.
 - vi. Contains information that does not lend to alternate interpretations.
 - vii. Be written to facilitate the relocation of the corridor by a professional land surveyor.
13. The CONSULTANT shall perform the layout of the Right of Way corridor with the placement of monuments at the locations of line breaks in the Right of Way. Monumentation in compliance with the standards for the permanent monuments including a cap stamped with the department's name shall be placed.
 14. The CONSULTANT shall prepare property exhibits and tract maps. The CONSULTANT will prepare signed and sealed legal descriptions, compile the Location Survey Plan, stake proposed easement and right of way information, and monument new permanent right of way boundaries.
 15. The CONSULTANT shall provide topographic survey including contours at one-four contour intervals.
 16. All topographic surveys shall be prepared with GeoPak SS4 or OpenRoads Designer software as applicable. The topographic survey drawing shall be prepared in a 2D drawing file. CONSULTANT shall prepare a 3D TIM model (DTM) and include a separate drawing with 3D points, break lines and triangles which was used to prepare the TIN.
 17. The survey drawing(s) shall include all topographic features and utilities and existing R/W and permanent easement boundaries. All topographic and boundary survey drawings and documentation shall be prepared using MoDOT standards.
 18. The CONSULTANT shall be responsible for staking and re-staking tentative right of way on individual properties, as required by City staff, during right of way negotiations and acquisition phase of the project.
 19. The CONSULTANT shall be responsible to monument new right of way and provide a location survey.
 20. The CONSULTANT will not be responsible for re-establishing any monuments destroyed during construction of the project.
 21. The CONSULTANT shall provide signed and sealed legal descriptions for any easement or land acquisition necessary.

22. The CONSULTANT shall complete and record the required location survey and final documentation of new permanent right-of-way points after construction is complete.
23. Upon completion of survey files approved by the City and MoDOT, all electronic survey drawings and documentation shall be provided to MoDOT's Survey Manager for state recordkeeping.

IV. Utility Coordination – Phase 1 and 2

The CONSULTANT shall lead the effort on utility coordination and shall work with the professional land surveyors for the following project documentation and plan details:

1. Review completed topographic surveys to develop preliminary plans, right-of-way plans and final roadway plans, including any necessary improvements and existing topography within the limits of the project. Topographic surveys shall consist of pertinent topographic features, but not limited to:
 - a. existing drainage and sanitary structures (pipes, types, flowlines, sizes) where pipe improvements were identified during the concept and preliminary phases
 - b. all identifiable utility locations and equipment at signalized intersections and longitudinal areas in between intersections that are adversely impacted
 - c. existing signal, lighting and any ITS equipment inside slope limits
 - d. signposts, size, identification, and photo log
2. Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" and MoDOT will be contacted, and a formal request will be submitted for marking the locations of member utilities. In the event that "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records. The locations of all utilities are to be considered approximate. There may be other utilities, whose existence may not be known at the time of the survey.
3. Consult with the City and MoDOT's Utility Section to coordinate with surveyors on underground utility locates.
4. Coordinate to obtain One-Call tickets to have utilities located in identified areas of proposed project. An estimate of 1 MO One Call ticket for every 400 linear feet of sidewalk is reasonable for preliminary design. Additional MO One Call tickets after preliminary design is complete will be required where additional items were added to the final design plans compared to the concept design plans.
5. Coordinate with the City and MoDOT's Survey Section to complete utilities survey and verify completeness and accuracy of utility topographical survey. Service connections shall be included as part of the utility survey.

6. Coordinate with utility companies on the development of the plan of adjustment and obtain cost estimates for reimbursable utilities for the City and MoDOT's Utility Section approval.
7. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans. (plans sheets, cross sections, culvert sections).
8. Work with the various utility owners to determine if any needs for renewals within the project limits.
9. Coordinate relocation of each impacted utility on the project during design and construction.
10. Prepare special utility sheets as necessary (including utility profile and exhibits).
11. Assist MoDOT's Utility Section in the preparation of agreements.
12. Identify locations for power service needs, prepare service request for submittal and coordinate with the power company to obtain estimated costs.
13. Coordinate with MoDOT's Utility Section regarding the need for test holes and initiating the potholing with the applicable utility owner. Provide test hole information at critical utility locations to MoDOT's Utility Coordinator.
14. Prepare utility job special provision and information for the preparation of the Utility Status Letter for MoDOT approval.
15. Provide assistance and answer utility related questions during the construction phase for City staff and the roadway contractor.
16. Review City and MoDOT excavation permits in project area for conflicts with design and construction phase. This includes new utility installation, modifications to existing facilities, and any developer driven improvement within the project limits.

V. Preliminary Plans – Phase 1

The CONSULTANT's attention is directed to Section 235 of MoDOT's Engineering Policy Guide (EPG) for general guidelines and requirements for preliminary design. It is the intent of this scope of services for Phase 1 that the CONSULTANT prepares preliminary plans at a quality that gains permission from MoDOT's Environmental Section and SHPO to proceed to negotiate R/W for acquisition and approval to proceed with requesting an A-date required for NEPA clearance for the project.

1. The City shall furnish the CONSULTANT the pavement design recommendation (if needed) and general special provisions to be used in the preliminary plans to be approved by MODOT.
2. The CONSULTANT shall prepare and submit for approval any design exceptions.
3. The CONSULTANT shall prepare storm water drainage, hydrologic and hydraulic studies, and preliminary drainage plans, including crossroad drainage.
4. The CONSULTANT shall prepare a conceptual traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the EPG. This plan shall also be described in the Preliminary Plans letter of transmittal.
5. At a minimum, the following shall be submitted for the Preliminary Plans:
 - a. Preliminary Plan Title Sheet
 - b. Typical Sections
 - c. Plan Sheets at 1" = 20' horizontal (or different scale as determined by The City Project Manager for clarity) and extend to 100 feet beyond the project limits.
 - d. Special Sheets for geometrics and special design features.
 - e. Traffic control and staging concept.
 - f. Preliminary culvert sections for storm sewers at 1"=10', horizontal and vertical or as determined by The City project manager.
 - g. Preliminary cross sections at 25-foot intervals, 1"=10', horizontal and vertical or as determined by The City project manager, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork.
 - h. Tentative Easement and Right of Way limits with property lines, acquisition areas and dimensions/offsets, and ownership information.
 - i. Plans showing anticipated permanent and temporary best management practices for erosion control.
6. As applicable, the CONSULTANT shall use the Southwest District ADA Streamlining processes.
7. The CONSULTANT shall prepare the preliminary plan construction cost estimate.
 - a. The City will prepare the right of way cost estimate based on the right of way requirements furnished by the CONSULTANT, if needed.
 - b. The CONSULTANT shall prepare the cost estimate for any utility impacts. The CONSULTANT shall include utility impacts in the plans and construction cost estimate for those utility impacts that are determined to be included in the construction contract.
8. The CONSULTANT shall prepare the letter of transmittal for the preliminary plans. City will provide the MoDOT template upon request.

9. The CONSULTANT shall complete the preliminary plan checklist. The City will furnish the MoDOT checklist upon request.
10. The CONSULTANT shall arrange for a design field check to review Preliminary Plans with the City. The CONSULTANT shall make any necessary revisions to the Preliminary Plans as determined by this design field check.
11. The CONSULTANT shall provide one (1) electronic copy of the preliminary plans, construction cost estimate, preliminary plan checklist and letter of transmittal to The City electronically for review and approval with subsequent review and approval by MoDOT.

VI. Environmental Services – Phase 1 and 2

1. The CONSULTANT shall submit the preliminary stage RES upon approval of the access management report and upon confirmation of proposed scope of corridor. The CONSULTANT shall note any known right of way or easement acquisition needs in this submittal (Phase 1) and attach to the RES an electronic copy of the preliminary plans in pdf format.
2. The CONSULTANT shall submit the Right of Way stage RES upon approval of the preliminary plans (Phase 2).
3. The CONSULTANT shall submit the final stage RES at least 90 days prior to the PS&E deadline (Phase 2).
4. MoDOT will undertake any necessary environmental studies, including tasks associated with an environmental assessment such as archaeology, historic properties, delineation of wetlands, development of wetland mitigation measures, noise studies, and preparation of necessary maps. The CONSULTANT will coordinate design activities with the City and MoDOT related to environmental studies, including preparation of exhibits necessary for NEPA clearance.
5. Based on the construction of widened and expanded lanes within close proximity of noise sensitive receptors, a noise analysis will be required and provided by MoDOT. It is **not** anticipated that sound wall design will be required by the CONSULTANT for this project.
6. The CONSULTANT shall review the comments provided by the City and MoDOT's Environmental Staff with each RES submittal. The CONSULTANT shall provide any requested information to the City and MoDOT's Environmental Staff. Items that may need to be addressed include historical buildings, bridges and sites, archeological sites, conversion of farmland, endangered species, wetlands, and parklands.
7. MODOT will coordinate with the SHPO regarding potential cultural, historical, and archeological issues.
8. If more than twelve (12) months lapse between required RES submittals, the CONSULTANT shall submit a new RES.

VII. Public Involvement – Phase 1 and 2

The City will be the main point of contact for receiving calls from the public. The CONSULTANT will interact with external agencies and the public as required to accomplish the scope of services of this contract.

1. The CONSULTANT will be required to attend meetings with regulatory agencies, organizations, county officials, local municipalities, property owners and other entities as required. It is anticipated that four meetings with the community will be held. The first meeting will involve the access management plan anticipated along the corridor, as well as potential right-of-way acquisitions for the various parcels affected.
2. The CONSULTANT will be required to attend public meetings. As determined by the City public meetings may be held as virtual, pending status of the COVID-19 pandemic. It is anticipated that one design public meeting will be required for each project phase.
3. The CONSULTANT shall participate in planning meetings with core team personnel before meetings and public meetings.
4. The CONSULTANT shall provide exhibits for public meetings based on conceptual/preliminary drawings as requested by the City.
5. The CONSULTANT shall provide the City and MoDOT a database containing all property owners contiguous to the project, or within a reasonable distance of the project. The database shall be of similar format and contain the same information as the example database provided by the COMMISSION to the Consultant. The database shall also designate whether the individual is someone the Commission will need to obtain right of way and/or easements from.
6. The City shall coordinate with MoDOT to advertise for meetings, obtain the meeting location and room, produce copies of handouts, and perform mass mailings of notices of meetings or hearings, and newsletters.
7. The CONSULTANT shall record and prepare the meeting minutes of the public meeting and shall prepare the transcript, if applicable.

VIII. Right of Way Plans – Phase 2

1. The CONSULTANT will provide title insurance information for parcels where new right of way is being acquired, prepare right of way appraisals, and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines for the right of way plans will be furnished by the CONSULTANT. The CONSULTANT will also provide last ownership deed of record and existing utility easement deeds for all parcels that have a new acquisition of easements or new land.
2. The CONSULTANT shall be responsible for staking and re-staking tentative right of way on individual properties, as required by City staff, during the right of way negotiation and acquisition phase of the project.

3. The CONSULTANT shall prepare right of way plans, which may be separate drawings from those used for design and construction details. The right of way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, $\frac{1}{4}$ $\frac{1}{4}$ section lines, subdivision lot lines, other land survey information, street lines and existing right of way and easements.
4. The CONSULTANT shall include any plan details, which will require additional right of way or easements during the construction phase of the project such as bypasses, temporary erosion control, etc. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner must be denoted underneath the Parcel Number and Name on each individual tract.
5. Right of way plans shall be submitted to the City for review and approval as required by negotiated schedule followed by review and approval as required by MoDOT. The right of way plans shall be at the same scale as the construction plans. The right of way plans shall include any design details that control the width of right of way and necessary easements.
6. The following minimum design features shall be included on the right of way plans:
 - a. Title sheet with appropriate project limits, access note and traffic data completed.
 - b. Typical Sections
 - c. Plan and Profile Sheets at 1"=50' horizontal and 1"=10' vertical. The CONSULTANT shall finalize and detail the horizontal and vertical improvements, and shall clearly describe important design notes and features on all plan sheets in standard MoDOT format.
 - i. New right of way lines and all easements shall be dimensioned from the centerline, or crossroad centerlines, if necessary. Bearings and distances on the right of way lines will be required on the final location survey.
 - ii. Construction limits (slope lines); drainage facilities; entrances and their reference location along with existing and proposed entrance grades, width and type; property owners, with areas of new right of way, easements and remaining property size; centerline bearing, ties to legal land corners from centerline stations with notation for corner witness by a registered land surveyor; existing utility locations and easements, including replacement utility easements; horizontal curvature information; and proper right of way symbolization for new right of way (access control) and easements, including areas which may be required to accommodate temporary erosion control.
 - iii. Section, Township, Range, and/or U.S. Survey information on each plan sheet near the title block or appropriate survey/section line. The section line information will be provided to the $\frac{1}{4}$ $\frac{1}{4}$ section lines.
 - d. Reference Points.
 - e. Driveway Profiles – CONSULTANT shall develop and layout horizontal and vertical alignments for all driveways within the project limits.
 - f. Special Sheets as necessary.
 - g. Traffic Control Sheets.
 - h. Erosion Control Sheets.
 - i. Signing Sheets.
 - j. Pavement Marking Sheets.
 - k. Culvert Sections/Storm Drainage – CONSULTANT shall finalize size and length of any culverts and place description on plan sheets.

11. The CONSULTANT shall submit the Right of Way Plan checklist. The City shall provide the checklist to the Consultant upon request.
12. The CONSULTANT shall be responsible for making all revisions to the right of way and construction plans due to negotiations with the property owners in an effort to acquire right of way.
13. The CONSULTANT shall provide one (1) electronic set of fully signed and sealed right of way plans for core team review and approval.
14. The CONSULTANT shall provide one (1) electronic set of approved Right of Way plans and cross sections to be used by MoDOT's Utilities Section. The known utilities shall be color-coded on the plans.
15. If needed, the CONSULTANT shall schedule a meeting and/or design field check to review right-of-way plans with MoDOT right-of-way personnel and the City prior to completion of the right-of-way plans. The CONSULTANT shall make any necessary revisions to the plans as determined by this design field check.
16. The City shall review, approve, and certify the right of way plans as completed by the CONSULTANT.
17. The CONSULTANT will be responsible for the preparation of the location survey plat for the entire right-of-way corridor.
18. The CONSULTANT will prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project as outlined below.

IX. Right-of-Way Acquisition – Phase 2

Collaboration with property owners and other stakeholders is the most effective method to achieve improvements that satisfy both operational and economic needs. The specific services required for this project will cover the range of those typically provide by a full-service land acquisition and relocation assistance consultant. Some tasks listed herein may be unnecessary, and, if necessary, others of a more specialized nature may be added. The CONSULTANT agrees to perform specific services in accordance with section 136.8 of LPA manual to include, but not be limited to the following:

1. Public Involvement.
 - a. The selected consultant, with the assistance and guidance of the City, may be required to provide all necessary handouts/graphics and attend or participate in informational presentations regarding ROW procedures provided by the City and MoDOT, at formal public hearings, or at one (or more) separate public meetings or virtual meetings.
2. Pre-Acquisition Meeting and Progress Report Meetings

- a. The selected consultant and their sub consultants may be required to participate in a pre-acquisition meeting prior to the start of a project. This meeting will be with the City Project Manager, MoDOT District Project Manager, District ROW Manager and may include other MoDOT Support Staff. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.
- b. Selected Consultant will be required to participate in a minimum bi-weekly progress meetings with the City or as needed.

X. Final Design – Phase 2

The CONSULTANT shall prepare all plans through use of a Computer Aided Drafting (CAD) program, and provide the plans in pdf and dgn format. The CONSULTANT shall conform to the Missouri Department of Transportation Specifications for Computer Deliverable Contract Plans as referenced in the MoDOT EPG. The CONSULTANT shall use Microstation and OpenRoads Designer software.

1. The CONSULTANT shall prepare storm water drainage, hydrologic and hydraulic studies, and detailed drainage plans, including both alternate pavements and crossroad drainage, for review and approval the City before inclusion in the final design plans.
2. The CONSULTANT shall furnish design plans, which show approved right-of-way, drainage facilities, signing plans, striping plans, lighting plans (as applicable), cross sections and roadway design features, and bid quantities for handling and coordination with the utility companies' existing facilities, and proposed plans of adjustments. The CONSULTANT shall revise plans to adhere to all utility company standards and requirements, and make necessary utility plan revisions as become necessary during final plan design and approvals.
3. The CONSULTANT shall furnish design detailed traffic control plans with an outline for construction staging conforming to the requirements of the MUTCD and the EPG, and as may be supplemented by samples provided by the City. The traffic control plan requires submittal to City for review and approval prior to inclusion in the final design plans.
4. If determined necessary, a field check shall be held with CONSULTANT and City staff prior to completing final design plan quantities. The CONSULTANT shall make any necessary revisions to the final plans as determined by this design field check.
5. The CONSULTANT shall utilize MoDOT's Southwest District ADA Streamline typical sections and methods of design and quantity calculations.
6. The CONSULTANT shall utilize MoDOT's Southwest District Temporary Traffic Control streamline plans.
7. The CONSULTANT shall prepare detailed temporary erosion control plans for review and approval before inclusion in the final design plans.
8. The CONSULTANT shall prepare computations for all design plan quantities. All plan quantities shall be shown on the Quantity Sheets, and by construction stage, if applicable.

The format for these sheets shall be furnished by the City. Specialty items may have separate sheets for quantity tabulations.

9. The City shall prepare for review and approval by the City all General Job Special Provisions, which are to supersede the Missouri Standard Specification for Highway Construction. A brief reason for the deviation from the standard plans and specifications should also be provided. The CONSULTANT shall prepare only Job Special Provisions related to design elements shown in the plans. The City shall provide any JSPs that are required as a result of right of way acquisition, utility impacts and environmental issues.
10. The CONSULTANT shall prepare for review and approval any design exceptions required for construction of the project.
11. At a minimum, the final design plans shall include:
 - a. Title Sheet
 - b. Typical Sections showing optional pavement types.
 - c. Quantity Sheets – the latest version of the temporary traffic control summary sheet
 - d. Plan Sheets at 1"=20' horizontal (or different scale as determined by MoDOT Project Manager for clarity). Plan sheets shall include all necessary adjustments to signing and proposed pavement marking.
 - e. Profile Sheets at 1"=50' horizontal and 1"=5' vertical or as determined by MoDOT project manager.
 - f. Reference Points
 - g. Coordinate Points Sheet
 - h. Culvert Sections at 1"=10', if needed
 - i. Special Sheets for geometrics or any special design features.
 - j. Temporary Traffic Control Plan Sheets at 1"=20' horizontal.
 - k. Erosion Control Sheets at 1"=20' horizontal.
 - l. Culvert Sections for storm sewers at 1"=10', horizontal and vertical or as determined by MoDOT project manager.
 - m. Lighting Plan Sheets, if needed
 - n. Signing Plan Sheets, if needed
 - o. Pavement Marking Plan Sheets at 1"=20' horizontal, or as determined by MoDOT project manager.
 - p. Earthwork Quantities, Cross Sections at 25' intervals, 1"=10' (1:100), horizontal and vertical, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork.
 - q. Tabulation of Quantity Sheets
 - r. Job Special Provisions in electronic format readable in MoDOT's current word processor
 - s. File with the bid items and quantities as generated by COMMISSION's Estimate Program
 - t. Equipment and Materials List D-15 – generated from MoDOT's Estimate BidTabs.Net Program
 - u. Construction Workday Study
 - v. Workzone Impact Analysis Spreadsheet
 - w. Traffic Management Plan
 - x. Electronic Deliverables as per the EPG
 - y. District Contract Plans (QA/QC) or PS&E Checklist.
12. Additional plans and information may be required to complete the Final Design Plans. With the submittal of the Final Design, the CONSULTANT shall also provide the City a statement

that an internal quality control check has been conducted and to the best of the CONSULTANT's knowledge the final design plans are free of gross errors, misleading or confusing typos, and includes adequate information to construct the project.

XI. Bidding and Construction – Phase 2

1. After the Final Design Phase of the project is completed, the CONSULTANT shall be available to the City to discuss and interpret the plans and specifications during the bidding and construction phase of the project as determined necessary by the ENGINEER. During this phase of the project the CONSULTANT will also be required to attend the virtual pre-bid conference/pre-construction meeting. If a partnering meeting is held between the construction contractor City personnel, the CONSULTANT will be required to attend.
2. If issues arise during construction necessitating plan corrections or clarifications by the CONSULTANT, there will be a direct line of communication established between the City Construction Office and the CONSULTANT. The CONSULTANT will immediately inform City Project Manager of any recommendations or clarifications made to the Construction Office.
3. The CONSULTANT shall provide miscellaneous support and answer contractor requests for information.
4. In the instance that additional rehabilitation scope items are added during the construction phase and require design by the CONSULTANT, the communication system described above shall apply.
5. It is anticipated that City staff will be conducting construction inspection services for the project. In the event that these services require outsourcing, a separate supplemental agreement will be negotiated with the CONSULTANT for consideration of inspection services as outlined below.

XII. Construction Inspection Services – Phase 3

1. Purpose
 - a. The CONSULTANT shall provide construction inspection, materials testing, and other services as needed. Support services will be assigned by the City Engineer as described within this Exhibit.
 - b. The CONSULTANT shall provide support services as requested throughout the following phases of the Project: CONSTRUCTION.
 - c. The CONSULTANT shall provide PROJECT related services as described herein.
 - i. The consultant shall provide to MoDOT qualified inspection services to supplement The City's Engineer and staff on the inspection of the above referenced project(s).
 - ii. The services provided shall include Quality Assurance (QA) verifications on all items of installed work and QA tests as outlined in the attached Contractor Quality Control Job Special Provision (JSP). Testing frequencies shall be no less than as

defined in the Inspection Testing Plan (ITP) and in accordance with the applicable Missouri Standard Specifications for Highway Construction. Above referenced documents can be found at <https://www.modot.org>.

- iii. Any testing performed by the consultant can only be performed by personnel certified for the tests being conducted through MoDOT's technician certification program AND testers must carry current credentials validating their certification
- iv. The consultant's inspector shall be present on the jobsite daily to capture necessary diary information for progress monitoring. For periods of work between critical installations and at certain hold points, the inspection time spent on the project (while daily) can be minimal if approved by the City Engineer
- v. Daily, the inspector shall provide/perform:
 - A daily work report entered into AASHTOWare Project documenting all construction activities on the project.
 - Any QA tests required by the ITP for the work being performed.
 - All test results shall be recorded in AASHTOWare Project in the proper format as defined by the Sampling Checklist and Materials Summary.
 - A work zone traffic control review of all TCDs associated to the project to ensure compliance with the plans and MUTCD. All reviews will be maintained and available for review upon request by the RE.
- vi. On a semi-monthly basis, the inspector may be required to run an AASHTOWare Project estimate and submit to the RE for review.
- vii. As needed, develop change orders to document overruns/underruns on the project to ensure prompt payment to the contractor.
- viii. At project completion, the inspector shall provide the RE with a set of marked up Final Plans, including final quantities, for each Project in the Contract, and in accordance with direction given by the Resident Engineer.
- ix. After completion of ADA work at each location, the following ADA checklist shall be completed by the inspector and provided to the Resident Engineer (RE) for Review and Approval. ADA exceptions can only be approved by the MoDOT RE. https://epg.modot.org/files/1/1a/136.9.4_Mar_2021.docx
- x. Expected allocation of resources are as follows:
 - Staffing of above referenced projects will be confirmed by the City Engineer however it is anticipated inspection services will be needed from Bid Award to Project Closeout. Services may be extended or modified by supplemental or an amendment to the contract amount.
 - The consultant should expect to dedicate 1 individual for a total of 40 hours per week for the duration of the project(s) except for intervals of time that the weather will not allow the work to continue, or the contractor chooses not to staff the project in question.

2. Quality Assurance Personnel Duties and Responsibilities

- a. Quality Assurance Testers – Quality Assurance Testers will perform testing and sampling during construction as outlined in the Inspection & Test Plan (ITP). The QA sampling and testing will be performed by QA Testers certified through the MoDOT Technician

Certification Program or a certification program preapproved by MoDOT. The QA Testers report directly to the Quality Assurance Inspector (QAI). **The QA tester can be the QAI.**

- b. QA Tester responsibilities:
 - i. Perform required tests and document test in accordance with contract documents.
 - ii. Conduct material sampling and testing in conformance with the appropriate methods and frequencies.
 - iii. Ensure all measuring and test equipment is properly maintained and calibrated.
 - iv. Promptly communicate nonconforming material to City Engineer and production staff.

 - c. Quality Assurance Inspectors (QAI) – Quality Assurance Inspectors will have a thorough understanding of the contract requirements and will perform inspections during construction to ensure the quality of the work meets or exceeds contract specifications. The QA Inspector will be knowledgeable of the work he/she is inspecting and will be able to recognize conforming and nonconforming work and material. The QA Inspector reports directly to the City Engineer.

 - d. QA Inspector responsibilities:
 - i. Perform required inspections and complete checklists in accordance with contract documents and found at the following link - http://www.modot.org/business/contractor_resources/Quality_Management/
 - ii. Ensure inspection observations are included on Daily Inspection Report (DWR).
 - Ensure material is conforming to the contract requirements before being incorporated into the work.
 - Promptly communicate nonconformance material and work to City Engineer.
 - Wage rate inspections are required at a maximum of 1 every week per job. QAI needs to discuss required frequency on each job with the RE prior to work to ensure accuracy.
 - CUF (commercially useful function) reviews on all DBE Subs, minimum 1/sub/job. These must be submitted to the City within 24 hours of completion.

 - e. Pre-Activity Meeting
 - i. Pre-Activity Meetings are necessary to discuss details of the Work Plan and schedule. Pre-Activity Meetings will be held 24-hours prior to the start of each new project activity or change in work crew. The Superintendent/Job Foreman of the activity will lead the meeting and others present at the meeting will be the QA Inspection and Testing Staff, and the City.

 - f. Inspection and Testing
 - i. Inspection and testing are performed during all phases of the work from start to completion to ensure the work and testable material (asphalt, concrete, aggregate, etc.) meets or exceeds the contract requirements. Consultant will perform inspection and testing of the work and material as specified in the Inspection and Testing Plan and MoDOT-provided checklists. All results will be documented in AASHTOWare Project.
3. Inspection and Testing Plan (ITP)
- a. The Inspection and Testing Plan (ITP) outlines the acceptance criteria for contract items for this project along with the required tests, testing frequency, and the required QA

documentation. The ITP is provided by MoDOT. Any changes to the specifications, testing procedures, or the testing frequencies from the standard ITP will be implemented via change order. In addition, a change order will be completed to add acceptance criteria for nonstandard contract items not included in the standard ITP.

- b. See link for ITP:

http://www.modot.org/business/contractor_resources/Quality_Management/

4. Daily Work Report (DWR)

- a. A Daily Inspection Report (DWR) will be completed on the project each day to document pertinent project activities. The report will include a detailed diary that describes the work performed as well as observations made by QA Inspection staff regarding quality assurance. The DWR will include other items such as weather conditions, location of work, installed quantities, tests performed, and a list of all subcontractors that performed work on that date. The DWR is completed in AASHTOWare Project.

5. Hold Points

- a. Hold Points are events in the work process that require approval from the City prior to continuing work. Hold Points occur between different definable stages of work when the succeeding work depends on the acceptance of the preceding work. A list of minimum Hold Points is available on MoDOT's website and can be provided upon request. Additional Hold Points can be added by the City.
- b. Hold Point inspections will be at times planned in the Weekly Schedule. The Hold Points may be rescheduled as needed, but the Consultant Inspector will provide a minimum 24-hour advance notification to the City, unless otherwise approved by the City.
- c. Prior to all Hold Point inspections, the consultant Inspection Staff will provide the City with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Materials Receiving Inspection Reports for the work performed leading up to the Hold Point. City-identified issues will be corrected prior to continuing work and a new Hold Point scheduled.

6. Material Receiving

- a. Material Receiving is assurance that products and materials are identified from receipt and during all stages of production, delivery, and installation. At receipt, the Consultant Inspection Staff will inspect general condition of material and determine if material is compliant based on the requirements specified in the ITP, Specifications, Job Special Provisions, Standard Drawings, or other pertinent contract documents. For products that require on-site inspection by City Materials staff, the City Engineer will notify The City staff promptly to schedule the inspection.
- b. Some materials are pre-qualified or pre-accepted for use on City projects. A list of these items is maintained by MoDOT and can be found on the MoDOT internet site. These lists include: Pre-Acceptance List (PAL), Approved Product List (APL), Bridge Pre-qualified Products List (BPPL), and the Qualified List (QL). Although pre-qualified or pre-accepted, appropriate documentation detailed in the Specifications will accompany these products for acceptance.
- c. All material delivered to the project, excluding testable material, will be inspected for appropriate dimensions, quantity, condition, markings, etc., and accompanied with

appropriate documentation. All PAL items will be inspected to ensure material conforms to plans and specifications

7. Quality Documentation

- a. Project documentation (inspection checklists, daily work reports, test records, Materials Receiving Inspection Reports, etc.) referenced in this plan will be electronically stored and organized by the Consultants Inspection Staff
- b. Project documentation will be electronically saved within 48-hours after the work shift ends.
- c. In addition, to the above, all project correspondence must be delivered to the City electronically so it can be archived with the project's permanent records. Copies should be maintained by the consultant for access as needed. This includes, but is not limited to: delivery tickets, mix designs, mill test reports, certifications, test reports, contractor schedule, any letters associated to the contract, wage rate inspections, NCR's, and order records.
- d. Certified payrolls for contractor activity will be checked and maintained by The City

8. Control of Non-Conforming Work And Material

- a. Non-conformance reporting will be used to identify and ensure that work, material, and/or processes (i.e. QC inspections, tests, documentation, etc.) that fail to satisfy the contract requirements are identified and promptly resolved. QA staff or production staff will identify non-conformances and the QAI will document using a Non-Conformance Report (NCR). The City may also initiate an NCR.
- b. The NCR process is as follows:
 - i. Non-conforming work and/or material are identified.
 - ii. NCR is issued on the provided standard form.
 - iii. QAI forwards copy of NCR to the City with proposed resolution.
 - iv. MoDOT either approves or rejects the proposed resolution. A dialogue will ensue following any rejected proposals until an acceptable solution is identified.
 - v. The City-approved resolution is executed.
 - vi. New inspection and/or test of previously identified non-conforming item is completed.
 - vii. QAI verifies previously identified non-conforming item is now compliant and requests final approval from the City
 - viii. The City evaluates previously identified non-conforming item. If accepted, The City signs NCR for closure.

XIII. Deliverables

The CONSULTANT shall furnish to MoDOT and the City with the following completed sheets and documents, as applicable, for the construction project included in this contract, as follows:

1. All mapping, sketches, cross sections, and all other engineering documents necessary to secure permits from the administrator of the FEMA Flood Insurance Program (if required) and Section 401 and 404 permits as administered by the United States Army Corps of Engineers (if required).

2. One (1) electronic copy of the Access Management Study Report with conceptual plans and exhibits, and cost estimate for review and approval. After any corrections, one (1) updated copy of the report, exhibits and cost estimate.
3. One (1) electronic copy of any and all exhibits prepared for public meetings.
4. One (1) electronic copy of the preliminary roadway plans, including any lighting plans, signing plans and preliminary cost estimate for review and approval. The CONSULTANT shall prepare the signing layout and structures, as applicable. MoDOT shall prepare the sign details. After any corrections, one (1) updated set of preliminary plans.
5. One (1) electronic copy of the Right of Way plans, including cross sections and driveway profiles and updated cost estimate for review and approval. After any corrections, one (1) updated set with a sealed title sheet.
6. One (1) electronic copy of preliminary and right-of-way plans for utility review, including cross sections. The utilities will be color coded on the plans, with the remaining plan details in black, for emphasis of the utilities.
7. One (1) electronic copy of the preliminary plans and erosion control plans for MoDOT Environmental review and comments. After any corrections, one (1) updated set will be required.
8. After RES clearance, provide one (1) electronic copy of the right-of-way plans and final plans for Environmental review and comments.
9. One (1) electronic copy of drainage and engineering calculations and analyses.
10. One (1) electronic copy of the traffic control plans for review and comments. After any corrections, one (1) updated set will be required.
11. One (1) electronic draft copy of the job special provisions for review. After corrections, one (1) final sealed copy of the job special provisions shall be furnished. The PS&E submittal will be in word format.
12. One (1) electronic copy of the 95% roadway plans for initial review and comments. After corrections, one (1) fully checked, sealed, original drawings of the final design plans shall be furnished.
13. One (1) electronic copy of the estimate of construction costs for the PS&E submittal. The estimate shall be prepared using the latest version of the Commission's cost estimating software.
14. One (1) electronic copy of the workday study showing the estimated number of workdays required to construct the project.
15. One (1) electronic copy of the D15 Equipment and Materials List (if applicable).
16. One (1) electronic copy of the D12 District Final Design Plans Checklist.
17. One (1) electronic copy of the Workzone Impact Analysis Spreadsheet.

18. One (1) electronic copy of approved Design Exceptions (if applicable).
19. One (1) electronic copy of Floodplain Development Permit and No-Rise Certification (if applicable).
20. One (1) electronic copy of the recorded Location Survey.

XIV. Standards

The CONSULTANT shall use the latest version of the following publications to determine the design criteria and procedures which will be followed for development of the project.

1. Federal Emergency Management Administration Flood Insurance Guidelines and Specifications.
2. MoDOT Engineering Policy Guide (EPG)
3. Manual on Uniform Traffic Control Devices (MUTCD)
4. A Policy on Geometric Design of Highways and Streets
5. AASHTO LRFD Bridge Design Specifications
6. AASHTO Green Book
7. Highway Safety Manual (HSM)
8. Missouri Standard Specifications for Highway Construction
9. Missouri Standard Plans
10. MoDOT Bridge Manual
11. Missouri Department of Transportation for Computer Deliverable Contract Plans
12. Any other publications which the City directs the CONSULTANT to use including any applicable City Standards or Ordinances required for work within the City of Republic.

XV. ASSUMPTIONS AND EXCLUSIONS:

1. The CITY/Commission and the CONSULTANT agree to the following assumptions and exclusions for Phase 1 and Phase 2 of this contract. VISSIM Modeling for access management study report is excluded from the scope
2. The COMMISSION will provide projected traffic volume growth rates or forecasts. Travel Demand Modeling is not anticipated to be required.
3. The OTO travel demand model will be referenced only to compared future volume projections and will not involve manipulation or any updates to the OTO model.
4. The full scope of surveying services has been included in the phase 1 fee, which includes:

- a. Approximately 30 acres of topographic survey
- b. Up to 76 temporary or permanent acquisitions documents (description & exhibits)
- 5. Core team meetings are assumed to be virtual.
- 6. Utilities will be located using plans provided by the COMMISSION and per Missouri One-Call field locates. Private utility locates are not included in this scope of services.
- 7. Standard MoDOT lighting will be assumed
- 8. 1 Traffic Signal is assumed to be included.
- 9. Pedestrian detour route is excluded.
- 10. 3D renderings and models are excluded from the scope.
- 11. Utility potholing is excluded from the scope.
- 12. Improvements to JRF and I-44 on and off ramps are excluded from scope.
- 13. Fence design plans are assumed to be excluded.
- 14. Plans will be completed for one bid package. Splitting the plans into multiple plans sets would require a supplement.
- 15. Detailed retaining wall and structural design is excluded.
- 16. Detention and water quality design is excluded.
- 17. As-built surveys and preparation of record drawings, except where specifically stated otherwise is excluded.
- 18. Any services not specifically detailed in the scope is excluded.

Exhibit B (Engineering Services) ESTIMATED COST PLUS FIXED FEE J8S0836B Route MM Widening from JRF to I-44	Olsson By: JWP Date: 5/9/2022
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Task	Description	Hours	Direct Labor
1	Project Management	302	\$ 16,682.00
2	Access Management Report	439	\$ 17,764.00
3	Survey Services (See Subconsultant)	0	\$ -
4	Utility Coordination	248	\$ 9,664.00
5	Preliminary Design	1399	\$ 48,816.00
6	Environmental Services	52	\$ 2,892.00
7	Public Involvement	124	\$ 5,108.00
8	Right of Way Plans	769	\$ 27,768.00
9	Right of Way Acquisition	1100	\$ 40,020.00
10	Final Design	1236	\$ 43,374.00
11	Bidding and Construction	144	\$ 5,812.00

	Total Hours	2564	
	Estimated Direct Labor Cost		\$ 217,900.00

Summary by Job Classification

Classification	Hours	
Team Leader	107	50% of Hours Excluded from CPU Time
Project Manager	623	50% of Hours Excluded from CPU Time
Project Engineer	479	
Associate Engineer	802	
Senior Technician	1476	
Designer	1299	
Right-of-Way Agent	1044	
Total	5830	

ESTIMATED DIRECT LABOR COSTS \$ 217,900.00

Payroll Additives (Direct Overhead)	54.20%	\$	118,101.80
General and Administrative (Indirect Overhead)	108.13%	\$	235,615.27
Fixed Fee	13.00%	\$	74,310.22
		Subtotal =	\$ 645,927.29

Facilities Capitol Cost of Money =	0.44%	\$	958.76
		Subtotal (A) =	\$ 646,886.05

Subconsultants (B)	Service	DBE	%of Job	Fee
Powell CWM, Inc.	Survey	Yes	14.62%	\$ 136,486.36
Southwest Appraisal	Appraisals	No	6.43%	\$ 60,000.00
GHA Consulting Engineers	Traffic Counts	No	0.21%	\$ 1,977.00
				Subtotal (B) = \$ 198,463.36

Direct Expenses (C)				
Plots	750 Plots @	\$	0.50	= \$375.00
Mileage	7290 Miles @	\$	0.585	= \$4,264.65
Per Diem	6 Meals @	\$	55.00	= \$330.00
Misc. (incidentals, postage, etc.)	1 LS @	\$	1,200.00	= \$1,200.00
Computer Time	5465 Hour @	\$	15.00	= \$81,975.00
				Subtotal (B) = \$88,144.65

ESTIMATED TOTAL FEE (Engineering Services)	(A) + (B) + (C) = \$ 933,494.06
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MAN-HOUR ESTIMATE - J8S0836B Route MM JRF to I-44											
Hourly Rate	\$72.00	\$54.00	\$45.00	\$40.00	\$33.00	\$29.00	\$35.00				
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	Designer	Sr.Tech	R/W Agent	Total Manhours	Total Labor Fee	Subtotal
1	Project Management										
	Project Management & General Coordination	40	120						160	\$9,360	\$9,360.00
	Project Kick-off Meeting	2	4		2	2			10	\$506	\$506.00
	Core Team Meetings (Assuming 12 Virtual Meetings)	12	36	12	12	12			84	\$4,224	\$4,224.00
	Invoicing and Administration (including subconsultants)		48						48	\$2,592	\$2,592.00
		54	208	12	14	14	0	0	302		\$16,682.00
2	Access Management Report										
	Analysis (Concept Development, AutoTurn Analysis)	1	8	24	24	40	40		137	\$5,024	\$5,024.00
	Review As-builts/Field Visit	8	4	4	8	8	8		40	\$1,788	\$1,788.00
	Evaluation			30	40				70	\$2,950	\$2,950.00
	Cost Estimate	1	4	4		12	12		33	\$1,212	\$1,212.00
	Exhibits and Drawings	1	4	24		40			69	\$2,688	\$2,688.00
	Report	4	16	30	40				90	\$4,102	\$4,102.00
		15	36	116	112	100	60	0	439		\$17,764.00
3	Survey Services (See Subconsultant)										
		0	0	0	0	0	0	0	0		\$0.00
4	Utility Coordination										
	General Coordination with City/District/Team/Utilities		24		16	24	24		88	\$3,424	\$3,424.00
	Develop Utility Impact Sheets		16			40	40		96	\$3,344	\$3,344.00
	Develop Utility Impact Cost Estimates		24		40				64	\$2,896	\$2,896.00
		0	64	0	56	64	64	0	248		\$9,664.00
5	Preliminary Design										
	Roadway Geometrics		4	24		96	96		220	\$7,248	\$7,248.00
	Storm Drainage Design (H&H)		4	60	120				184	\$7,716	\$7,716.00
	Corridor Modeling			40	120	120			280	\$9,040	\$9,040.00
	Preliminary Erosion Control			8	10	12			30	\$1,156	\$1,156.00
	Preliminary Right of Way and Easement Layouts		4			40		4	48	\$1,676	\$1,676.00
	Preliminary Traffic Signal & Lighting			5		20	20		45	\$1,465	\$1,465.00
	Preliminary Roadway Plans										
	Sheet: Title Sheet				2	2	4		8	\$262	\$262.00
	Sheet: Typical Section		4		8	8	16		36	\$1,264	\$1,264.00
	Sheet: Plan and Profile		1	2	4	60	60		127	\$4,024	\$4,024.00
	Sheet: Reference/Coordinate Points			2	4	8	8		22	\$746	\$746.00
	Sheet: Culvert Sections			4		40	40		84	\$2,660	\$2,660.00
	Sheet: Temp Erosion Control			1	2	8	8		19	\$621	\$621.00
	Sheet: Roadway Cross Sections				16	24	24		64	\$2,128	\$2,128.00
	Sheet: Preliminary Traffic Control Plan (Conceptual Staging)			8	8	16	16		48	\$1,672	\$1,672.00
	Sheet: Traffic Signal			8		10	10		28	\$980	\$980.00
	Sheet: Lighting			4		8	8		20	\$676	\$676.00
	Sheet: Fiber/Comm			4		8	8		20	\$676	\$676.00
	Quality Assurance/Quality Control (QA/QC)	4	16	12	12				44	\$2,172	\$2,172.00
	Roadway Quantities		4		12	16	16		48	\$1,688	\$1,688.00
	Prepare & Submit Preliminary Roadway Cost Estimate		4		10	10			24	\$946	\$946.00
		4	41	142	248	506	454	4	1399		\$48,816.00

MAN-HOUR ESTIMATE - J8S0836B Route MM JRF to I-44											
Hourly Rate		\$72.00	\$54.00	\$45.00	\$40.00	\$33.00	\$29.00	\$35.00			
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	Designer	Sr.Tech	R/W Agent	Total Manhours	Total Labor Fee	Subtotal
6	Environmental Services										
	Compile information and submit Concept RES		1	4	12				17	\$714	\$714.00
	Compile information and submit Preliminary RES		1	8	24				33	\$1,374	\$1,374.00
	Compile information and submit R/W RES		1	4	8				13	\$554	\$554.00
	Compile information and submit Final RES			2	4				6	\$250	\$250.00
		0	3	18	48	0	0	0	52		\$2,892.00
7	Public Involvement										
	General Coordination & Planning Efforts		16			16		4	36	\$1,532	\$1,532.00
	Access Management Attendance	2	2	4					8	\$432	\$432.00
	Public Meeting Attendance (1 Meeting)	8	8		4	4		4	28	\$1,440	\$1,440.00
	2D Exhibit Preparation		4			24	24		52	\$1,704	\$1,704.00
		10	30	4	4	44	24	8	124		\$5,108.00
8	Right of Way Plans										
	Roadway & Intersection/Entrance Geometrics			12		60	60		132	\$4,260	\$4,260.00
	Storm Drainage Design (H&H)		4	24	80				108	\$4,496	\$4,496.00
	Corridor Refinement				8	120	120		248	\$7,760	\$7,760.00
	Proposed Right of Way and Easement Layouts		8			24		8	40	\$1,504	\$1,504.00
	Field Check with City & Commission	8	4		4	4		4	24	\$1,224	\$1,224.00
	Sheet Updates/Revisions		1	2	4	40	40		87	\$2,784	\$2,784.00
	Quality Assurance/Quality Control (QA/QC)	4	16	8	8				36	\$1,832	\$1,832.00
	Roadway Quantities		4	4	8	16	16		48	\$1,708	\$1,708.00
	Prepare & Submit Preliminary Roadway Cost Estimate		4		10				14	\$616	\$616.00
	Job Special Provisions		8	16					24	\$1,152	\$1,152.00
	Work Day Study		8						8	\$432	\$432.00
		12	57	66	122	264	236	12	769		\$27,768.00
9	Right of Way Acquisition										
	General Coordination and Pre-Acquisition & Progress Meetings		40					40	80	\$3,560	\$3,560.00
	Negotiations & Appraisal Reviews/Coordination		40					980	1020	\$36,460	\$36,460.00
		0	80	0	0	0	0	1020	1100		\$40,020.00
10	Final Design										
	Finalize Roadway & Intersection/Entrance Geometrics		2	8		40	40		90	\$2,948	\$2,948.00
	Storm Drainage Design (H&H)		4		40				44	\$1,816	\$1,816.00
	Finalize Corridor Model				40	60	60		160	\$5,320	\$5,320.00
	Field Check with City & Commission	8	4	8	4	4			28	\$1,444	\$1,444.00
	Final Roadway Plans										
	Sheet: Title Sheet						1		1	\$29	\$29.00
	Sheet: Typical Section						1		1	\$29	\$29.00
	Sheet: Quantity Sheet			2	4	16	16		38	\$1,242	\$1,242.00
	Sheet: Plan and Profile		1	2	4	60	60		127	\$4,024	\$4,024.00
	Sheet: Reference/Coordinate Points						1		1	\$29	\$29.00
	Sheet: Driveway Profile				4	16	16		36	\$1,152	\$1,152.00
	Sheet: Culvert Sections		4			60	60		124	\$3,936	\$3,936.00
	Sheet: Culvert Details		2		12		10		24	\$878	\$878.00
	Sheet: Drainage Data				8		8		16	\$552	\$552.00
	Sheet: Temp Erosion Control			1	4	24	24		53	\$1,693	\$1,693.00

MAN-HOUR ESTIMATE - J8S0836B Route MM JRF to I-44											
Hourly Rate		\$72.00	\$54.00	\$45.00	\$40.00	\$33.00	\$29.00	\$35.00			
Task No.	Description of Work Items / Tasks	TL	PM/SE	Proj Eng	Assoc Eng	Designer	Sr.Tech	R/W Agent	Total Manhours	Total Labor Fee	Subtotal
	Sheet: Special Sheets			4		24	24		52	\$1,668	\$1,668.00
	Sheet: Roadway Cross Sections					24	24		48	\$1,488	\$1,488.00
	Sheet: Traffic Control Plan				12	16	16		44	\$1,472	\$1,472.00
	Sheet: Pavement Marking & Signing			8		16	16		40	\$1,352	\$1,352.00
	Sheet: Traffic Signal		24	24		32	36		116	\$4,476	\$4,476.00
	Sheet: Lighting			4		8	8		20	\$676	\$676.00
	Sheet: Fiber/Comm			4		8	8		20	\$676	\$676.00
	Quality Assurance/Quality Control (QA/QC)	4	16	8	8				36	\$1,832	\$1,832.00
	Final Roadway Quantities		4	8	8	16	16		52	\$1,888	\$1,888.00
	Prepare & Submit Final Roadway Cost Estimate		4		10				14	\$616	\$616.00
	Prepare & Submit Roadway JSP's		4	8					12	\$576	\$576.00
	Prepare & Submit Workday Study		2						2	\$108	\$108.00
	Prepare & Submit Work zone Impact Analysis Spreadsheet		3						3	\$162	\$162.00
	Prepare & Submit Traffic Management Plan			16					16	\$720	\$720.00
	Prepare & Submit Electronic Deliverables		2				16		18	\$572	\$572.00
		12	76	105	158	424	461	0	1236		\$43,374.00
11	Bidding and Construction										
	Pre-Construction Meeting		4		4	4			12	\$508	\$508.00
	RFI During Construction		4	8	8	24			44	\$1,688	\$1,688.00
	Shop Drawing Review		8	8	16	32			64	\$2,488	\$2,488.00
	Construction Site Visit (1 per Month)		12		12				24	\$1,128	\$1,128.00
		0	28	16	40	60	0	0	144		\$5,812.00
	Total Manhours	107	623	479	802	1,476	1,299	1,044	5,813		
	Total Labor	\$7,704	\$33,642	\$21,555	\$32,080	\$48,708	\$37,671	\$36,540		\$217,900	\$217,900.00

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. **Verification of DBE Participation:** Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. **Documentation of Good Faith Efforts to Meet the DBE Goal:** The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson, Inc.

Project Owner (LPA): City of Republic, Missouri

Project Name: Highway MM Expansion J8S0836B

Project Number: J8S0836B

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

MoDOT Partnership Development Application Form

SECTION A - Applicant Information

App ID: 3841

Three contact names and contact information must be submitted for Transportation Corporations.

Name of Applicant:

City of Republic, Missouri

Other Names Under Which Applicant Does Business:

Business Address:

204 North Main Avenue

Mailing Address (if different from above):

Contact Person Name:

Andrew Nelson

Contact Person Title:

BUILDS Administrator (Community Development/Public Works)

Mailing Address for Contact Person (if different from above):

Telephone:

417-732-3161

Fax:

[Redacted]

E-Mail Address:

anelson@republicmo.com

Applicant Information:

Describe Applicant's organizational structure, history, ownership, and legal structure (e.g., individual, state governmental agency, local governmental agency, corporation, or partnership). Attach an annual financial report, if available.

Charter City Government, governed by Mayor and 8 member Council from 4 wards

SECTION B - Project Information

App ID: 3841

1. Project Name

Assign a short name to the project, for purposes of identification. Also include the MoDOT Job Number, if applicable.

State Highway MM Widening, Republic

2. Location

Describe the location of the project, including major intersecting highways and rail routes, cities, towns, metropolitan planning organizations or regional planning commissions. Attach a map as Exhibit I.

State Highway MM from James River Freeway north approximately 1.6 Miles to Interstate 44. This corridor is a part of the MODOT SW District the Ozarks Transportation Organization planning area and wholly within the City Limits of the City of Republic.

3. Description

Describe the purpose and need for the project, its basic design features and what it will accomplish. Include an assessment of the current condition of all transportations facilities relating to the project.

When the application is submitted, a Conceptual Plan is required. This includes the project's purpose and need stating what conditions will be addressed with the project solution or concept. Article 128 of MoDOT's Engineering Policy Guide (EPG) addresses Conceptual Studies for most projects.

If there is a possibility of a significant environmental impact with the project, then an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required. Article 126 of the EPG defines the requirement of these documents. If the project is within a 4 mile radius of an airport, indicate the name of the airport and name of the city.

These sections from the EPG can be downloaded from the following website:
http://epg.modot.org/index.php?title=Main_Page.

Attach as Exhibit II the Conceptual Plan and EA or EIS, as applicable.

The purpose of the project is to add capacity to unimproved portion of State Highway MM, in order to facilitate the additional traffic and economic growth surrounding the Amazon fulfillment center in Republic. Currently, MM between James River Freeway and I-44 experiences approximately 10,000 AAWDT. The Amazon facility will add approximately 2000 PCE trips alone to the MM corridor. Combined with additional development underway within the vicinity of the MM corridor, the increase in AAWDT is approximately 39,692 trips in the next 5 years. While not all of these trips may directly impact the portion of MM between James River Freeway and I-44, it is important to consider that these are only known developments in the area, and the estimate will most likely increase throughout the 5- year period. Expanding the capacity of MM Highway will further encourage economic development along the corridor. In addition, this corridor is identified as a major north/south connection for the region connecting Christian County to Interstate 44 on the west side of Springfield. Environmental Review is ongoing FHWA has given a preliminary indication that CE2 designation is appropriate for this project scope and there is not a significant impact indicated. This project is within 3 miles of the Springfield-Branson National Airport, Springfield Missouri.

4. Significance and Need

Describe the extent to which the project is regionally significant. Describe the project's ability to generate economic benefits, support commerce, or otherwise enhance the transportation system. Supporting documentation may be attached as Exhibit III.

The project will foster the continued development along the corridor providing the necessary transportation improvements to facilitate the increased traffic volumes. The Amazon fulfillment center will add an additional 1000 jobs. In review are several developments for warehousing/manufacturing use as well as commercial, retail and housing developments that will also create new employment centers along the corridor. Attached is a map showing parcels that are in consideration for development in the Republic area. MM Highway connects both the residential population and commerce to the three major transportation corridors of Missouri including Interstate 44, James River Freeway and the Springfield Airport. The republic area serves several of the regional outlying communities as both a commercial and employment center. Attached are maps showing the ongoing developments and the regional significance.

5. Private Participation

Describe the extent to which the project fosters innovative public-private partnerships, if any, and attracts debt and/or equity investment from private capital. Identify private partners and provide evidence of commitments, joint venture agreements, lease or other supporting documents for the public-private partnerships as Exhibit IV. Also, describe the extent to which the project's debt repayment depends on user charges.

Amazon is concurrently investing \$4.5 Million of private funds in the segment of the highway corridor immediately south of the project limits. Amazon via their Construction agent, Seefried Industrial, has also provided financial securities in the amount of \$450,000 for future intersection improvements. The City is working with additional developers and property owners willing to invest in adjacent streets and intersections if the corridor were to be improved. Including Farm Road 144, Farm Road 140, Carnahan Street and Farm Road 160.

6. Project Acceleration

Estimate and explain the effect of assistance on the project's start and completion dates, the extent to which the project may proceed at an earlier date than would otherwise be possible, and any effects of an accelerated project timeline (e.g., reduced costs or increased benefits).

By securing the full funding through financing the project can be accelerated by at least 3 years. The City is willing to secure the debt in the full project estimate plus a contingency for rising costs of construction in the amount of \$10 million and receive the cost share funds in later years from the Department of Economic Development allocation in total of \$6 Million toward the debt owed. This allows the project funds to be secured by 2022 versus 2025 as based on the available cost share funds being allocated in the amount of \$2 million in three consecutive years not earlier than 2022, 2023, 2024.

7. Timeline

Provide the estimated project schedule from beginning to completion. Show all major aspects of the project including preliminary engineering, right of way acquisition, utilities and construction. Supporting documentation may be attached as Exhibit V.

The proposed schedule is to begin preliminary design in January 2022, with approval in April 2022, and full ROW plans approved by August 2022. ROW acquisition is likely to take 12-18 months. Bid advertisement and letting targeted for February 2024 with Notice to Proceed following immediately thereafter. Construction to be completed by September 2025 provided the preceding dates are met. Based on proposed improvements, profile and current road conditions the project would be phased such that two lanes would remain open at all times other than as

specified or allowed by MODOT. Sample schedule attached for total project duration depending on cost share allocation and authorization to utilize funds.

Project Information	
Who is designing the project?	The City will obtain Engineering Services adhering to policy for procurement of service.
Who is letting the project?	The City will manage the project as part of the LPA program
What is the estimated letting date?	February 2024
Current Average Daily Traffic (ADT)	10062
Future ADT and Year	15,600 ADT Year 2022
Length of project	8,442 LF
Is ROW acquisition required? If yes, who will be acquiring the ROW?	City will acquire the ROW utilizing consultant services and adhering to acquisition policy and process
Extent of scoping completed	Project Estimates and Preliminary ROW plans, typical sections, with proposed widening and existing profiles

SECTION C - Finance Plan

App ID: 3841

1. Estimated Project Cost

- A. Define what is included and excluded from the total project cost (e.g., preliminary engineering, environmental assessment, right of way (ROW) acquisition, ROW acquisition incidentals, utilities, construction contract and/or construction engineering) and describe any costs or activities that may not be eligible.

Project Cost include all necessary facets of project delivery, no ineligible costs or activities are associated at this time. Preliminary cost estimate and scoping provided by the City and not considered as local contribution to overall project costs or to be reimbursed. Relocation of City owned utilities (water and sewer) will be conducted at the expense of the City and not included in project estimate nor considered as local contribution to overall project delivery.

- B. For all eligible costs, provide a breakdown for the following items in the Project Estimates and Funding chart, if applicable: feasibility studies, preliminary engineering, environmental assessment, right of way (ROW) acquisition, ROW acquisition incidentals, utilities, construction contract, and construction engineering. Include other cost categories as necessary. All cost estimates should be expressed on a cash (fiscal year-of-expenditure July to June) basis and should include a narrative describing assumptions used to arrive at such estimates. All future costs should be adjusted for inflation to year-of-expenditure.

Please See attached, note that the City is asking for \$10 million MTFC funds considering the ongoing rising construction costs and inflation for all aspects of the project, however the estimate provided shows that the estimated project costs with contingency are \$9.2 Million.

- C. For all eligible costs provided in B., include who will be providing and funding each item on the Project Estimates and Funding Chart. Funding sources may include federal funds, state grants, local grants, private investment (equity or debt), market value of right of way donations, bond proceeds (general obligation, revenue, and others), other borrowing (specify), investment income, revenues, federal credit assistance proceeds or any other contributions. For each funding source, describe the status (e.g., requested, committed, and received).

The City intends to initially fund the project through MTFC financing in the full amount of \$10 Million, the City is also requesting an allocation of \$6 Million in economic development funds at \$2 Million per year for 3 years in 2022, 2023, 2024 to be paid directly to the debt. The additional \$4 Million will be paid through local funds. The City intends to provide \$2.5 in local transportation funds with an additional \$1.5 million in local transportation funds from Greene County but would provide all necessary local funds if Greene County does not allocate funds through budgeting process. It should be noted that this project was also allocated \$3.2M sponsored by Congressman Long in the transportation infrastructure bill to be approved. If such earmarked funding is made available to match the DED funds, the City would utilize the local funding for further improvements along and adjacent to this corridor and local fund any cost not covered by economic development funds and congressionally earmarked funds.

Project Estimates and Funding Chart

	Current Estimate	Services Provided By	Funded By
Feasibility Studies	Complete \$24,000	Consultant Engineer	City of Republic
Preliminary Engineering	\$682,042.77	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Environmental Assessment	In progress	MODOT/FHWA	Included in Preliminary Engineering estimate
ROW Acquisition	\$1,087,247.50	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
ROW Acquisition Incidentals	\$260,000	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Utilities	\$611,254.65	Contractor	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC

Construction Contract	\$6,112,546.50	Contractor, Contract Administration by City of Republic	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Construction Engineering	\$454,695.18	Consultant Engineer	City of Republic, Cost Share/Economic Development funds, accelerated by MTFC
Total	\$9,207,886.60		City of Republic, Cost Share/Economic Development funds, accelerated by MTFC

Summary of Financial Responsibilities

MoDOT District Funds	<p>\$50,000 for MoDOT PE Oversight - MoDOT operation budget</p> <p>\$25,000 for MoDOT Oversight ROW Incidentals- MoDOT operation budget</p> <p>\$100,000 for MoDOT</p>
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	Oversight Construction - MoDOT operation budget
Cost Share Funds	\$6 Million Economic development funds requested at \$2 Million per year for three consecutive years to repay project financing from MTFC
Local entity	\$4 Million Local Transportation funds allocated for repayment to MTFC loan amount, plus necessary interest for repayment of MTFC loan
Other	Potential \$3.2M included in Transportation Infrastructure Bill sponsored by Congressman Long
	\$10 Million funding

Total	committed to repayment of MFTC loan
Requesting MFTC loan?	Yes, \$10 Million full project costs to be repaid by economic development cost share funds in later years
Year(s) Cost Share/Economic Funds are requested	\$2 Million 2023 \$2 Million 2024 \$2 Million 2025
If local entity's match includes STP or CMAQ funds, what year are these funds available?	

How are overruns and underruns handled?

Overruns will be funded by the local entity, underruns would result in reduced financing from MTFC and reduced from the contribution of the local funds. Request of \$6 Million of cost share funds would remain in either case. 13% contingency has been included in construction costs at \$9.2M, The request for MTFC financing at \$10M is for inflationary costs in both construction and right of way acquisition, the City would ultimately take responsibility for any costs beyond the \$10M requested with local funding.

2. Revenues To Repay Debt

- A. Sources of Revenue: Describe all revenue sources to be used to repay project financing. Specify the nature of the revenue source (dedicated or not dedicated), the expected rate(s), the base to which such rates will be applied (e.g., retail sales), projected revenues from each source and projected increases or decreases in such revenues over time. Sources should include separate line items, as applicable, for federal grants, state grants, local grants, private investment, market value of right of way donations, bond proceeds

(general obligation, revenue, and others), other borrowing (specify), investment income, federal credit assistance proceeds and any other contributions. For each line item, describe the status of the source (e.g., requested, committed or received). Provide supporting documentation to evidence the status of these funds and projections as Exhibit VI.

- B. Elaborate on existing or anticipated pledges/claims on revenues and provide a brief summary of all claims on the flow of funds.

The City will be funding this \$10 Million initially through MTFC financing with the debt to be repaid through a combination of the Missouri Department of Transportation's Cost Share Program for Economic Development and State Congressionally Directed surface transportation funding that has been requested. This combination of funding would pay the project cost with the City to fund any overruns, accrued interest and additional cost to deliver the project not included in the estimate. \$6 Million in cost share funds are requested as a part of this combination application from the economic development program in the amount of \$2 Million in three consecutive years. Should the \$3.2 Million in congressional funds not be appropriated or provided in a lower amount deficits would be covered through the regular appropriation of sales tax that is not currently committed to future years and is budgeted on an annual basis and approved by the City Council. No additional revenue sources would be tied to this project.

3. Debt

- A. Project Credit Identification for MTFC Loans : Identify the proposed terms and conditions for the loan request: amount, origination date, final maturity date, timing of disbursements, pledged security, repayment sources and lien position.
- B. Total amount of debt being incurred for the project.
- C. Percent of project being funded by MTFC loan.
- D. Estimated debt service schedule and coverage for all project debt.
- E. Provide information on the other types of borrowing, including the form of borrowing (e.g., types of bonds to be issued), the pledged security for such borrowing and anticipated timing of receipt of such funds.
- F. Creditworthiness. Describe the creditworthiness of the project as noted below.
1. Provide year-end audited financial statements for the past three years, as available, as Exhibit VII.
 2. Provide information concerning the ability of the applicant(s) (or any significant public or private partners that pledge to repay or provide funding) to repay all borrowed funds.

- 3. Provide a copy of existing financing documents, such as a trust indenture agreement, including any rating agency credit reports, for other creditors of the project or a term sheet indicating the proposed features of the anticipated financing documents, as Exhibit VIII.

A. The City will request \$10 Million in MTFC financing to be repaid over 10 years at the applicable program interest rate to fund 100% of project costs. Disbursements of loan amount to be expected incrementally 2022, 2023 and 2024 with the majority of disbursement in 2024. \$6 Million of which will be reimbursed via cost share economic development funds at \$2 Million per year in years 2023, 2024 and 2025. \$3.2 Million if applicable to be paid from congressionally directed surface transportation funding, if not applicable the City would repay the \$3.2 Million over the approved financing term utilizing local sales tax funds not obligated in future years and appropriated annually through budgeting.

SECTION D - Applicant Certification

App ID: 3841

If the project in this application is on the state highway system or will be requesting federal funds, have the appropriate District Office fill out Section D. If not, applicant must complete.

- 1. **Federal Requirements.** This project complies with, and/or will comply with, the requirements of (check all that apply):

- Title 23 of the U.S. Code
- Chapter 53 of Title 49 of the U.S. Code
- Section 5333(a) of Title 49 of the U.S. Code

- 2. **National Environmental Policy Act.** The project complies with, and/or will comply with, all provisions of the National Environmental Policy Act of 1969 (42 W.S.C. 4321 et seq.).

Yes No

If no, please explain below.

Draft of CE2 NEPA Documents are already in review by FHWA with indication that CE2 is appropriate for project scope.

The project (check all that apply):

Yes No Received a Categorical Exclusion.

Yes No Received a Finding of No Significant Impact (FONSI)

Yes No Circulated a Draft Environmental Impact Statement.

Yes No Circulated a Final Environmental Impact Statement.

Yes No Received its Record of Decision. (If no, provide on an attached sheet the estimated date for receipt of the Record of Decision.)

- 3. Uniform Relocation.** This project complies with, and/or will comply with, all provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1070 (42 U.S.C. 4601 et seq.)

Yes No

If no, please explain below.

- 4. Civil Rights.** This project complies with, and/or will comply with, all provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

Yes No

If no, please explain below.

- 5. Buy America.** This project complies with, and/or will comply with, all provisions of Title 23 of the U.S. Code, Section 313, Buy America.

Yes No

If no, please explain below.

- 6. Manual of Uniform Traffic Control.** This project complies with, and/or will comply with, all provisions of 23 Code of Federal Regulations, Part 655, Subpart F, Manual of Uniform Traffic Control.

Yes No

If no, please explain below.

- 7. Other Requirements as Applicable.** This project complies with, and/or will comply with, all other applicable provisions of federal law.

Yes No

If no, please explain below.

- 8. Lobbying.** Section 1352 of Title 31, United States Code, provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant,

loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a federal contract, grant, loan, or cooperative agreement or the modification thereof. MoDOT interprets this provision to include the use of appropriated funds to influence or attempt to influence 1) the selection for a secured loan under the MTFC or 2) the funding of a transportation project supported or partially supported by federal funds.

- 9. **Non-refundable application fee.** The fee must be paid at the time of application submission and is non-refundable, unless the MTFC has no funds available.

SECTION E - Submission Acknowledgment

App ID: 3841

As the Applicant or as an authorized representative of the Applicant, I hereby submit this MoDOT Partnership Development Application and represent that the statements contained herein are true and correct to the best of my knowledge. We believe that the assumptions underlying the Financial Plan are reasonable and appropriate. Further, we have made available all significant information that we believe is relevant to the Financial Plan and, to the best of our knowledge and belief, the documents and records supporting the assumptions are appropriate. I also understand that the acceptance and consideration of this application does not constitute approval by the Missouri Highways and Transportation Commission or the Missouri Transportation Finance Corporation. As a Transportation Corporation applicant I hereby attest to being a twenty-one year old registered voter in the state of Missouri.

Project Name: State Highway MM Widening, Republic

* A copy of the signature page is required for the completion of this application. Please print it, sign it and attach below. A signature must be provided by each party of the application.

Signature

Title

Signature (Trans. Corp Only)

Title

Signature (Trans. Corp Only)

Title

Typed or Printed Name

Date

Typed or Printed Name

Date

Typed or Printed Name

Date

**Application requires a letter of support from the MoDOT District Engineer and the Metropolitan Planning Organization or Regional Planning Commission.*

Submit application by clicking on "Submit to the Partnership Group" button below or to: Financial Services Division, Missouri Department of Transportation, P.O. Box 270, Jefferson City, MO 65102 (Phone 573-526-8106)

CCO Form: FS09
 Approved: 03/04 (BDG)
 Revised: 12/17 (MWH)
 Modified: 02/22 (MWH)

Route MM, Greene County
 MoDOT Project No. 8S0836B
 City of Republic
 2021-11-66806

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 23, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* for economic development subject to the terms and conditions of this Agreement.

WHEREAS, on November 3, 2021, the Commission approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project 8S0836B.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route MM (Brookline Boulevard) from the Interstate 44 interchange to the Route 360 (James River Freeway) interchange in Republic, Missouri.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preliminary engineering, including preparation of environmental documentation for Commission review, right-of-way acquisition, utility relocations and construction engineering and inspection for the herein improvements. The plans shall be prepared in accordance with and conform to Commission requirements. The Commission will provide engineering oversight of preliminary engineering, right-of-way acquisition and construction. The Commission will also let and administer the project.

(9) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(10) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(11) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal, and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(12) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the Entity of any required goals for participation by DBEs to be included in the Entity's proposal for the work to be performed. The Entity shall submit for Commission approval a DBE goal or plan. The Entity shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Entity" is to be substituted. The Entity agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) UTILITY RELOCATION:

(A) The Entity shall cooperate with the Commission to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the Entity is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the Entity will pay its obligated portion of the cost.

(B) The Entity shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the Entity which must be moved, adjusted, or altered to accommodate construction of this improvement, and such entity-owned utilities, poles, wires, conduits, and pipes are located within the present Entity's city limits and located on an existing Entity city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Entity shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the Entity in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. The Cost Share eligibility of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any Entity-owned utility facilities outside the present Entity's city limits on public right-of-way or on state highway right-of-way within or outside the Entity's city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the Entity at its sole cost and shall not count toward the Entity's share of the

transportation project costs per the terms of this Agreement.

(E) The Entity agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the Entity will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The Entity shall take whatever actions that are necessary to assure compliance with this Subsection.

(15) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project costs, currently estimated at ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427), includes preliminary engineering, preliminary engineering review, right of way acquisition and incidentals, right of way review, construction, utilities, construction engineering and construction engineering review. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for thirty-eight and one-half percent (38.5%) of the total project cost. The current estimate of the Entity's responsibilities is three million, eight hundred seventy-three thousand, four hundred twenty-seven dollars (\$3,873,427). Of this amount, the Entity may seek reimbursement for up to a maximum of two million, two hundred ninety-six thousand dollars (\$2,296,000) in federal Surface Transportation Block Grant - Urban (STBG-Urban) program funds distributed by the Ozarks Transportation Organization.

(C) In addition, The Entity shall provide thirty-nine and two tenths percent (39.2%) of the actual cost incurred by providing the services of preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The total cost of the above-referenced services is currently estimated to be one million, two hundred thirty-seven thousand, three hundred fifty-seven dollars (\$1,237,357). The Entity may seek reimbursement for up to eighty percent (80%) of the Entity's share of utility relocation costs with STBG-Urban program funds, currently estimated to be four hundred ninety-one thousand, eight hundred twelve dollars (\$491,812).

(D) The remainder of the Entity's financial responsibilities under this Agreement shall be contributed to the project's construction contract. In partial fulfillment of the Entity's financial responsibilities, the Entity agrees the Commission may program any remaining STBG-Urban program funds not used for utility relocations, referenced above, and currently estimated to be one million, eight hundred four thousand, one

hundred eighty-eight dollars (\$1,804,188), and up to the maximum combined programming and reimbursement of STBG-Urban program funds in the amount of two million, two hundred ninety-six thousand dollars (\$2,296,000) as referenced above in paragraph (15)(B). The Entity shall pay for construction costs in cash in an amount currently estimated to be five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527). In addition, the Entity shall pay for construction cost, by remitting a check in the amount of five hundred, thirty-two thousand, five hundred twenty-seven dollars (\$532,527) no later than five (5) days prior to the Commission's advertisement of the project for bids. The check shall be made payable to the *Missouri Highways and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(E) The Commission will pay for a maximum of sixty-one- and one-half percent (61.5%) of the total project cost, not to exceed six million, one hundred seventy-five thousand dollars (\$6,175,000). Of this amount, the Commission will provide six million dollars (\$6,000,000) from the Commission's Cost Share Program for Economic Development, with two million (\$2,000,000) available in each State Fiscal Year 2022, 2023, and 2024, and preliminary engineering review, right of way review and construction engineering review services by Commission personnel estimated to total one hundred seventy-five thousand dollars (\$175,000).

(F) The Entity shall be responsible for the balance of the project in excess of ten million, forty-eight thousand, four hundred twenty-seven dollars (\$10,048,427). The Commission and the Entity will share cost savings according to their pro rata share.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Director of Revenue – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(16) COMMISSION REIMBURSEMENT OF ENTITY EXPENSES: The Commission will reimburse the Entity for sixty and eight tenths percent (60.8%) of its costs incurred for preliminary engineering, right-of-way incidentals, right-of-way land acquisition, utility relocations, and inspection. The Entity may request progress payments be made for the herein improvements as work progresses but not more than monthly. Progress payments must be at least every 90 days. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs. The Commission will seek federal reimbursement for these costs, and the Entity shall follow all requirements for the use of federal funds in the Commission's *Local Public Agency Manual*.

(17) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the Entity has not paid the vendor prior to receiving reimbursement, the Entity must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(18) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(20) ENTITY RIGHT-OF-WAY USE: The Entity grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the Entity as necessary for construction and maintenance of said public improvement.

(21) CLOSE AND VACATE: The Entity shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(22) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the Entity on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the Entity on the improvement without approval of the Commission.

(23) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The Entity shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(24) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The Entity shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the Entity 's authority and control of the storm sewer facilities or natural drainage involved.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(27) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the

roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(28) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(29) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(30) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(31) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(32) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(33) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(34) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Steve Campbell, District Engineer
3025 E. Kearney Street
Springfield, MO 65803
Email: steven.campbell@modot.mo.gov

Entity to: City of Republic
Attn: Andrew Nelson, BUILDS Administrator
204 North Main Avenue
Republic, MO 65738
Email: ANelson@republicmo.com

or to such other place as the parties may designate in accordance with this Agreement.

(35) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(36) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be

construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(37) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Entity shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(38) ACCESS TO RECORDS: The Entity and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Entity receives reimbursement of their final invoice from the Commission.

(39) CONFLICT OF INTEREST: The Entity shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(40) MANDATORY DISCLOSURES: The Entity shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving

Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

EXHIBIT "A" PROJECT LOCATION

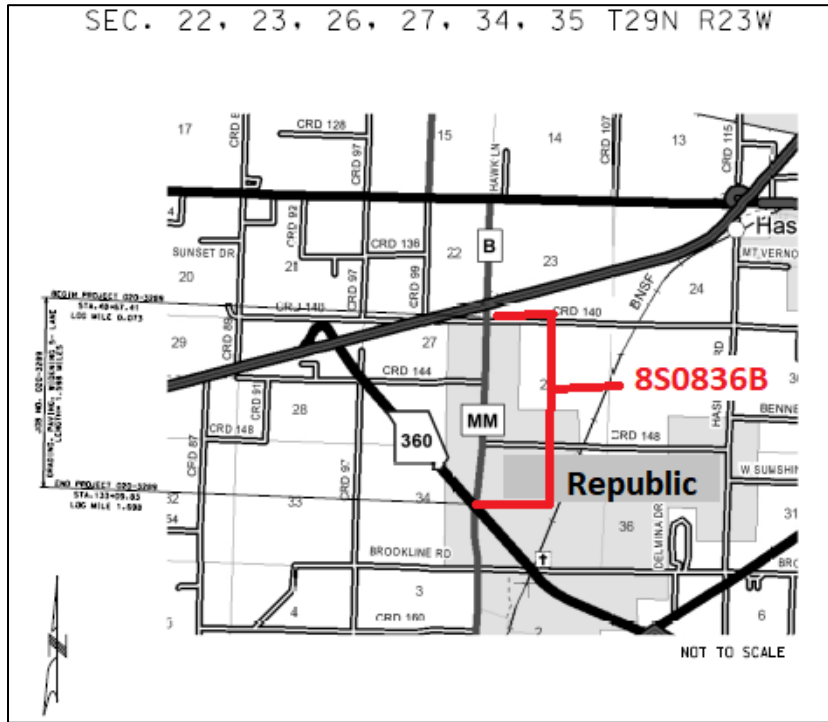


EXHIBIT "B"
PROJECT ESTIMATE AND FUNDING

"Exhibit B"

Project Name: North Route MM Improvements
MoDOT Job Number: 8S0836B
Description: Roadway improvements on Route MM (Brookline Ave.) from I-44 to Route 360 (James River Freeway) in Republic.

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction and Non-Contractuals	Construction Engineering
MoDOT Oversight		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 685,692	\$ 685,692
Right-of-way	\$ 1,136,278	\$ 1,136,278
Right-of-way Incidentals	\$ 260,000	\$ 260,000
Utilities	\$ 614,765	\$ 614,765
Construction w/ Contingency	\$ 6,719,384	\$ 6,719,384
MoDOT Oversight	\$ 175,000	\$ 175,000
Construction Engineering	\$ 457,308	\$ 457,308
Total	\$ 10,048,427	\$ 10,048,427

Project Responsibilities

Preliminary Engineering	City
ROW Acquisition	City
Letting	MoDOT
Inspection	City

Financial Responsibilities

City of Republic - Local	\$ 1,577,427	Total Local Share
City of Republic - STBG-Urban	\$ 2,296,000	\$ 3,873,427
	\$ -	38.5%
MoDOT SW in-kind	\$ 175,000	Total MoDOT Share
MoDOT Cost Share/Eco Dev	\$ 6,000,000	\$ 6,175,000
	\$ -	61.5%

How are overruns and underruns handled?

Entity, City of Republic to pay all costs over \$10,048,427. Underruns will be shared per pro rata share: City 38.5% and MoDOT 61.5%

EXHIBIT "C"
FHWA FORM 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-45 An Ordinance of the City Council Approving a Special Use Permit for Josan Properties Arkansas LLC to Operate a Boat, Vehicle, and Self-Storage Facility on Real Property Located at 3020 U.S. Highway 60.

Submitted By: Chris Tabor, Principal Planner, BUILDS Department

Date: July 26, 2022

Issue Statement

Josan Properties Arkansas LLC has applied for a Special Use Permit to operate a boat, vehicle, and self-storage facility on the property located at 3020 US Hwy 60.

Discussion and/or Analysis

The subject property of this application is comprised of approximately 5.7 acres of land and is zoned General Commercial (C-2). The lot is currently occupied by three existing buildings. These buildings are not, however, present within the bounds of the development plan.

The property is surrounded by:

- General Commercial (C-2) to the East and West
- Planned Development District (PDD) to the South

Applicant's Special Use Permit Request

The Applicant is requesting a Special Use Permit to allow for the development and operation of a Self-Storage Facility of approximately 54,000 SF in total. This Application, were it to be approved, would allow for a future new commercial application in line with the proposed development plan.

Compatibility with City's Special Use Ordinance

The City's Special Use Permit Ordinance, Section 405.670, authorizes, upon approval of the City Council, uses which are otherwise prohibited by the subject zoning district provided appropriate conditions and safeguards which may be imposed to protect the public welfare and to conserve and protect the condition and value of property in the neighborhood. Special Use Permits are required by Section 405.670 for Boat, Vehicle, and Self-Storage Facilities.

In addition, the operator of the site will be required to have a valid business license on file with the City prior to conducting business.

Municipal Water and Sewer Service: This site currently has access to City of Republic water and sanitary sewer services. Determinations as to the exact placement of water and sewer infrastructure will be made during the review process for a New Commercial Building Permit. Additional hydrants will be placed on the site to ensure the Fire Department can provide adequate coverage.

The City's Water and Wastewater systems have the capacity to serve the site improvement.

Stormwater: A Stormwater Report will be required during the development of the project.

Duration: This Special Use Permit, if approved, would remain valid until a change in use or in the configuration of the use occurred. Changes in use or configuration would void the Special Use Permit. Furthermore, the Applicant is required to abide by the various elements outlined in the submitted Site Plan as well as any additional conditions that may be placed on the permit at City Council's request. Design review of site improvements would occur during the review phase of the building permit application process.

Transportation: A Traffic Impact Study (TIS) was required previously for the development of this property. Improvement of the site in the manner described by this application will necessitate meeting the recommendations made by the TIS. The easternmost commercial entrance will be removed, as required by the TIS, MODOT, and the City of Republic for compliance with the safety standards and adopted plans of these organizations. The site will utilize the westernmost commercial entrance to the property to serve these (and any future) site improvements.

Floodplain: The subject parcel **does not** contain a **Special Flood Hazard Area (SFHA/Floodplain)**.

Sinkholes: The subject parcel **does not** contain any **sinkholes**. A geotechnical report has been conducted on a sinkhole previously believed to be onsite, which places the rim off of the subject property.

Recommended Action

Staff considers the **proposed Special Use Permit** request for a Storage Facility in a General Commercial (C-2) Zoning District, located at 909 North College Avenue, to be **generally consistent with the City's Special Use Permit Ordinance** and **able to be adequately served by the City's transportation network and the City's municipal facilities**. The BUILDS Department's analysis is performed without the benefit of evidence and testimony of a Public Hearing and **does not account for the discretionary authority of the City Council to limit the placement and number of storage facilities in the City**.

Development of the subject parcel will require adherence to the City's adopted Plans and Ordinances; the next step in the process of development of the subject parcel, upon a favorable Special Use Permit outcome, will be the development, review, and approval of a Commercial Building Permit.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING A SPECIAL USE PERMIT FOR
JOSAN PROPERTIES ARKANSAS LLC TO OPERATE A BOAT, VEHICLE, AND SELF-STORAGE FACILITY
ON REAL PROPERTY LOCATED AT 3020 U.S. HIGHWAY 60**

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, Josan Properties Arkansas LLC (“Applicant”) submitted an application for a Special Use Permit (“Application”) that would allow Applicant to operate a boat, vehicle, and self-storage facility on approximately 5.7 acres of real property located at 3020 U.S. Highway 60 in Republic, Missouri (“the Property”); and

WHEREAS, Republic Code Section 405.670 provides the City Council may authorize certain land uses on real property that are otherwise prohibited under Republic Code, subject to conditions and/or safeguards designed to protect the public welfare and to conserve and protect the condition and value of property in the surrounding area, as deemed necessary and/or appropriate by the Council; and

WHEREAS, under Section 405.670, a special use permit is required for any individual or entity to operate a boat, vehicle, and/or self-storage facility; and

WHEREAS, the City submitted the Application to the Planning and Zoning Commission (“Commission”) and set a public hearing before the Commission for July 11, 2022; and

WHEREAS, notice of the time and date of the public hearing before the Commission was published at least fifteen (15) days in advance thereof, on June 22, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, and such notice was sent via mail to those property owners within 185 feet of the land subject to the proposed special use under the Application; and

WHEREAS, the public hearing on the Application was conducted by the Commission on July 11, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement, and after which the Commission rendered written findings of fact and submitted those along with its recommendations to the Council; and

WHEREAS, the Commission, by a vote of six (6) Ayes to zero (0) Nays, recommended the approval of the Application; and

WHEREAS, the Application was submitted to the Council for first read at its regular meeting on July 19, 2022, and for second read at its regular meeting on July 26, 2022; and

WHEREAS, pursuant to Republic Code Section 405.670, the Council finds the proposed special use will not endanger the public’s health or safety, is in conformity with the City’s Comprehensive Plan and other adopted plans currently in place, and will generally be in harmony with the surrounding uses, and therefore approves the Special Use Permit for Applicant.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: A Special Use Permit is hereby approved for issuance to Josan Properties Arkansas LLC to operate a boat, vehicle, and self-storage facility on real property located at 3020 U.S. Highway 60 in Republic, Missouri, more specifically described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10 (CORNER DOCUMENT 600-71898); **THENCE** NORTH 01°52'11" EAST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1333.77 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; **THENCE** NORTH 88°21'31" WEST, ALONG THE QUARTER QUARTER SECTION LINE, A DISTANCE OF 1332.93 FEET TO THE **POINT OF BEGINNING**; **THENCE** CONTINUING NORTH 88°21'31" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 447.78 FEET; **THENCE** NORTH 01°39'03" EAST A DISTANCE OF 406.88 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 60; **THENCE** NORTH 57°22'39" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 497.61 FEET; **THENCE** SOUTH 82°41'46" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 30.91 FEET; **THENCE** SOUTH 01°09'48" WEST A DISTANCE OF 684.02 TO THE **POINT OF BEGINNING**

Section 2: The following conditions and safeguards are hereby incorporated into the Special Use Permit issued under this Ordinance:

- A. The Application.
- B. Municipal Water and Sewer Service:
 - i. The Property currently has access to City water and sanitary sewer services.
 - ii. Additional hydrants shall be installed on the Property to ensure the Fire Department can adequately service the Property as needed.
- C. Stormwater:
 - i. All special restrictions and/or other conditions set forth in zoning code requirements shall apply.
- D. Duration:
 - i. The Special Use Permit shall remain valid until a change in use or in the configuration of the use occurs, which will void and invalidate the Special Use Permit.
- E. Transportation:
 - i. The easternmost commercial entrance to the Property shall be removed in accordance with the approved preliminary plat.
 - ii. The Property shall utilize the westernmost commercial entrance to serve these (and any future) improvements to the Property.

- F. Other Requirements:
 - i. Applicant must submit an Application for a New Commercial Building Permit demonstrating conformance with all applicable City code and regulations, including, but not limited to, the City’s Zoning Regulations, Building Codes and Regulations and Fire Code, and comply with all procedural requirements for obtaining the appropriate building and other permits required for development of the storage facility.

Section 3: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 4: The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



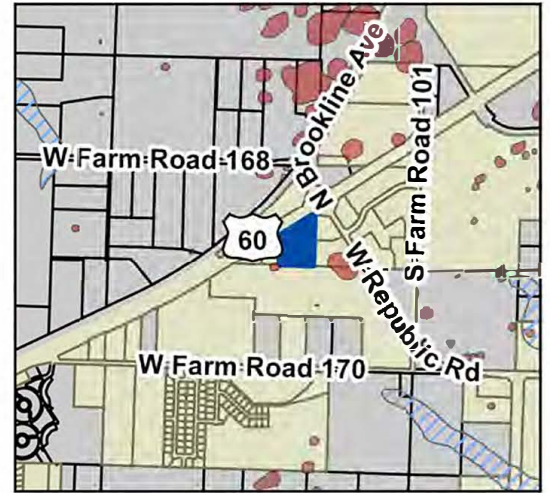
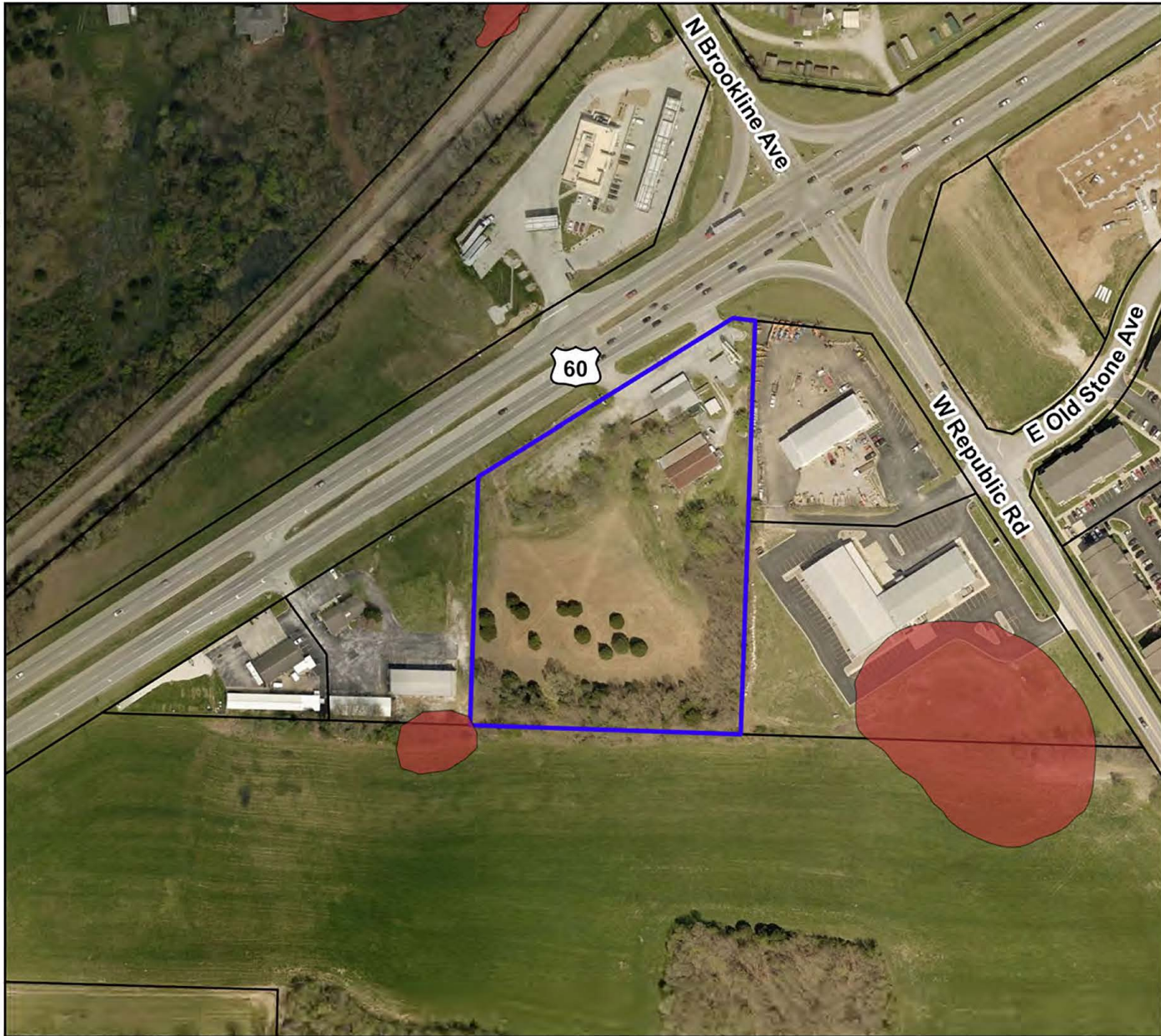
Megan McCullough, City Attorney

Final Passage and Vote:

SU 22-003: Josan Properties Arkansas LLC

Item 6.

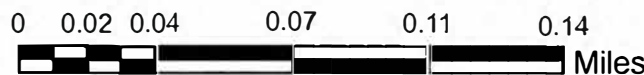
Vicinity Map



Legend

-  Josan Properties Arkansas LLC
-  Parcels
-  Sinkhole
-  Floodplain

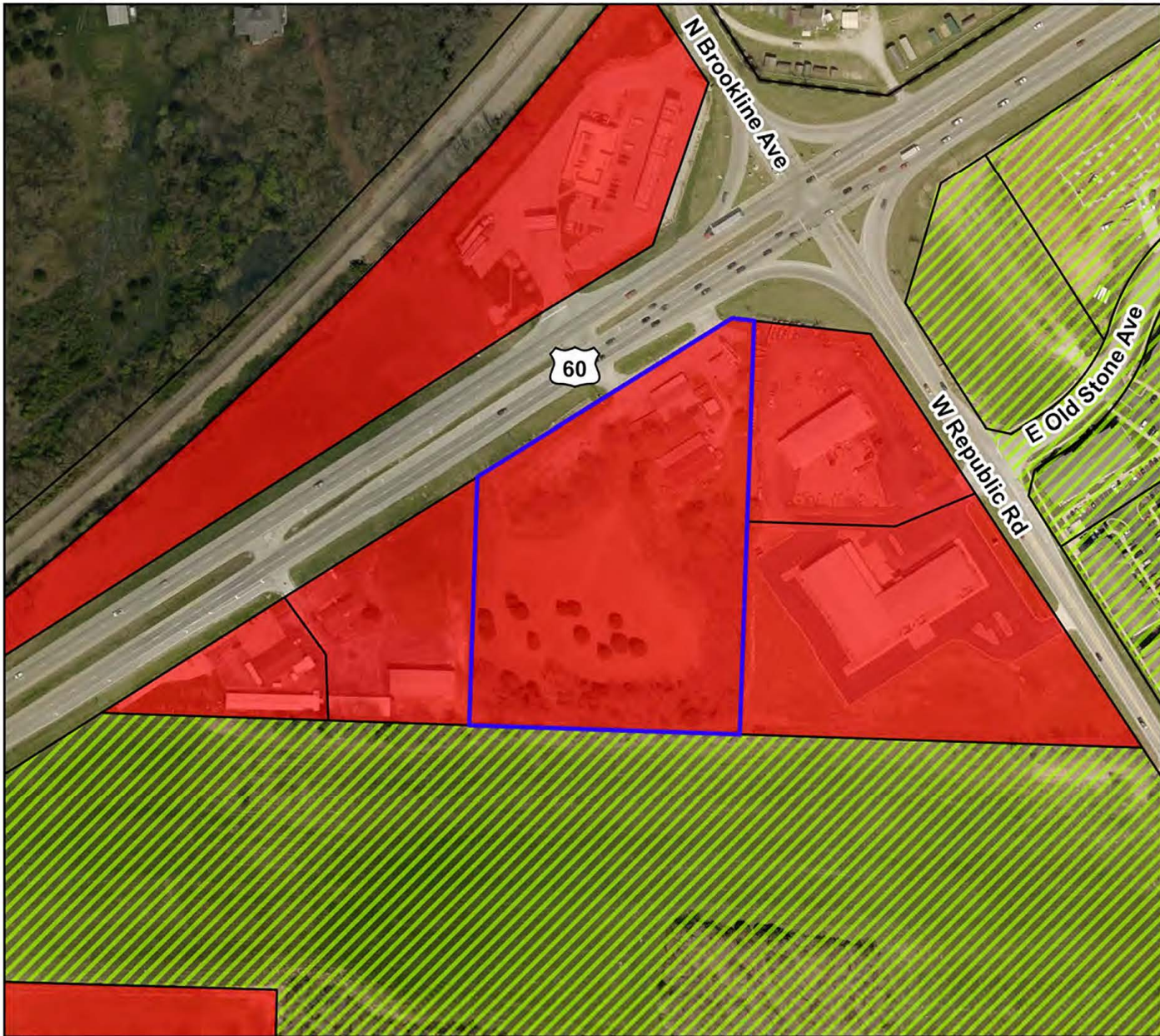
Parcel Owner: Josan Properties Arkansas LLC
Parcel Location: 3020 US Hwy 60
Area: 5.7 Acres
Zoning: General Commercial (C-2)



SU 22-003: Josan Properties Arkansas LLC

Item 6.

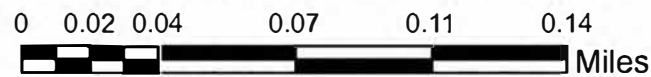
Zoning Map

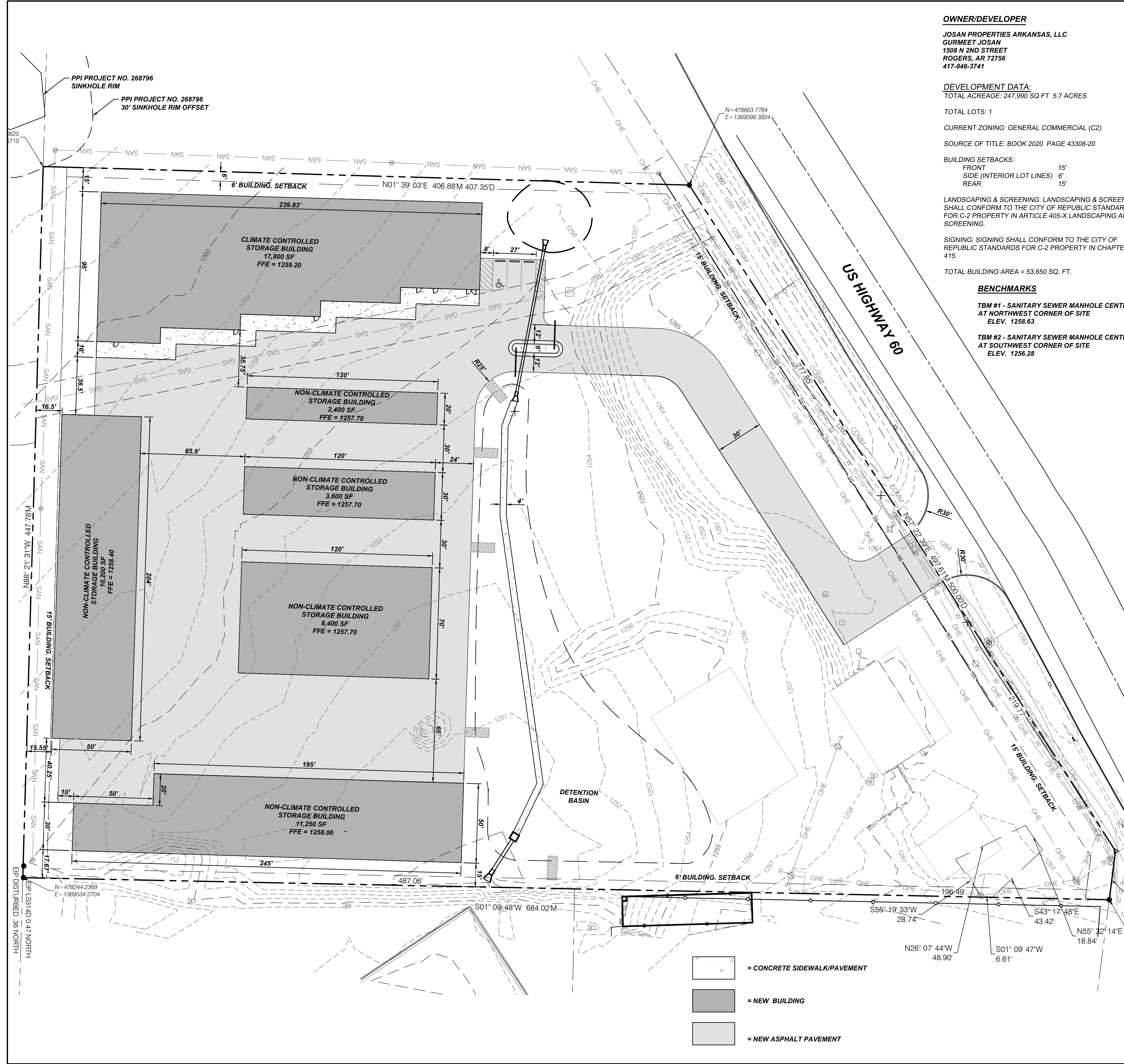


Legend

- Josan Properties Arkansas LLC
- Parcels
- Zoning**
- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential

Parcel Owner: Josan Properties Arkansas LLC
 Parcel Location: 3020 US Hwy 60
 Area: 5.7 Acres
 Zoning: General Commercial (C-2)





OWNER/DEVELOPER
JOSAN PROPERTIES ARKANSAS, LLC
 GURMEET JOSAN
 1508 N 2ND STREET
 ROGERS, AR 72756
 417-846-3741

DEVELOPMENT DATA:
 TOTAL ACREAGE: 247,990 SQ FT 5.7 ACRES
 TOTAL LOTS: 1
 CURRENT ZONING: GENERAL COMMERCIAL (C2)
 SOURCE OF TITLE: BOOK 2020 PAGE 43308-20

BUILDING SETBACKS:
 FRONT 15'
 SIDE (INTERIOR LOT LINES) 6'
 REAR 15'

LANDSCAPING & SCREENING: LANDSCAPING & SCREENING SHALL CONFORM TO THE CITY OF REPUBLIC STANDARDS FOR C-2 PROPERTY IN ARTICLE 405-X LANDSCAPING AND SCREENING.

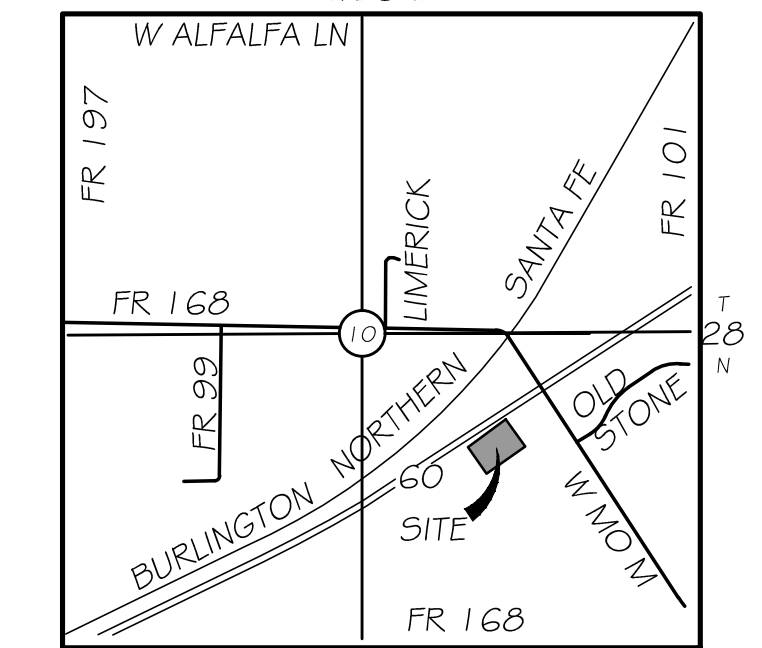
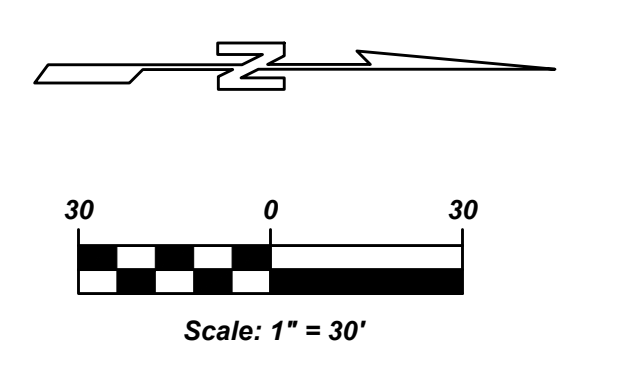
SIGNING: SIGNING SHALL CONFORM TO THE CITY OF REPUBLIC STANDARDS FOR C-2 PROPERTY IN CHAPTER 415.

TOTAL BUILDING AREA = 53,650 SQ. FT.

BENCHMARKS

TBM #1 - SANITARY SEWER MANHOLE CENTER AT NORTHWEST CORNER OF SITE
 ELEV. 1258.63

TBM #2 - SANITARY SEWER MANHOLE CENTER AT SOUTHWEST CORNER OF SITE
 ELEV. 1256.28



PROPERTY DESCRIPTION: BOOK 2020 PAGE 43308-20
 BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TEN, TOWNSHIP TWENTY-EIGHT, RANGE TWENTY-THREE, THENCE WEST 441.4 FEET; THENCE NORTH 407.35 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY "168"; THENCE NORTHEASTERLY 500 FEET; THENCE SOUTHEASTERLY 27.8 FEET TO THE EAST LINE OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10; THENCE SOUTH 684.7 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES. ALSO, A STRIP OF LAND APPROXIMATELY THREE FEET IN WIDTH EAST AND WEST AT THE NORTHERN POINT AND 7.4 FEET EAST AND WEST AT THE SOUTHERN POINT, AND 684.7 FEET NORTH AND SOUTH SAID TRACT BEING A STRIP OF LAND ADJACENT TO AND IMMEDIATELY EAST OF THE ABOVE DESCRIBED PROPERTY.

PROPERTY DESCRIPTION: AS SURVEYED

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST, REPUBLIC, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10 (CORNER DOCUMENT 600-71898); **THENCE** NORTH 01°52'11" EAST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1333.77 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; **THENCE** NORTH 88°21'31" WEST, ALONG THE QUARTER QUARTER SECTION LINE, A DISTANCE OF 1332.93 FEET TO THE **POINT OF BEGINNING**; **THENCE** CONTINUING NORTH 88°21'31" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 447.78 FEET; **THENCE** NORTH 01°39'03" EAST A DISTANCE OF 406.88 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 60; **THENCE** NORTH 57°22'39" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 497.61 FEET; **THENCE** SOUTH 82°41'46" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 30.81 FEET; **THENCE** SOUTH 01°09'48" WEST A DISTANCE OF 684.02 TO THE **POINT OF BEGINNING**

UTILITY COMPANIES

SANITARY SEWER:
 LIBERTY
 CITY OF REPUBLIC
 213 N MAIN ST.
 REPUBLIC, MO 65738
 (417) 732-3100

ELECTRIC:
 LIBERTY
 602 S JOPLIN AVE
 JOPLIN, MO 64801
 (800) 206-2300

WATER:
 CITY OF REPUBLIC
 213 N MAIN ST.
 REPUBLIC, MO 65738
 (417) 732-3100

GAS:
 SPIRE MISSOURI
 700 MARKET STREET
 ST LOUIS, MO 63101
 (417) 682-1681

AT&T
 TEL. (417) 836-2652

CENTURYLINK
 110 E. HADLEY
 REPUBLIC, MO 65738
 TEL. (417) 860-4526

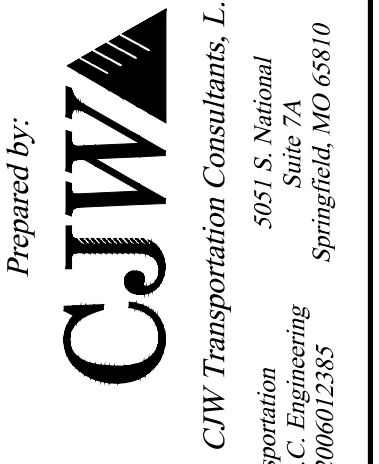
FLOOD STATEMENT:

ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0318E, DATED DECEMBER 16TH, 2010 THE PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND

- IRON PIN SET CAPPED "LC 2007008003"
- EXISTING IRON PIN
- △ EXISTING RIGHT-OF-WAY MARKER
- M MEASURED
- P PLATTED
- D DEEDED
- WATER LINE
- GAS LINE
- SAN SANITARY SEWER
- OHE OVERHEAD ELECTRIC LINE
- UGE UNDERGROUND ELECTRIC LINE
- COMM UNDERGROUND COMMUNICATION LINE
- FO FIBER-OPTIC CABLE
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE
- BARBED WIRE FENCE
- △ ELECTRIC TRANSFORMER
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER MANHOLE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- GAS METER
- POWER POLE
- ELECTRIC METER
- GUY ANCHOR
- PULL BOX
- 2 PED
- WATER METER
- GAS METER
- AIR CONDITIONER
- SIGN
- LIGHT POLE
- POST
- MAIL BOX
- TREE DECIDUOUS
- TREE EVERGREEN

- = CONCRETE SIDEWALK/PAVEMENT
- = NEW BUILDING
- = NEW ASPHALT PAVEMENT



STORGAE COMPLEX
US HIGHWAY 60
REPUBLIC, MO

No.:	Description:
SURVEY BY:	CJW
DATE:	DATE
DWG:	6-28-22
DESIGN:	CJW
DRAWN:	CJW
CHECKED:	CJW
SCALE HOR.:	N/A
SCALE VERT.:	N/A

SPECIAL USE EXHIBIT

SHEET NO. **01**
 CJW NO. 21001 OF 01



Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

5.7 acres C-2 to special use
TIS previously done - Remove 1 entrance
RIPRO entrance for this side but keep median open for other side

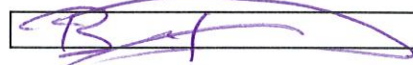
Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Brian Debraun

Commissioner Signature:



Date:

7-11-22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

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- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

§ Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Civil Engineer up Owner
No other speakers

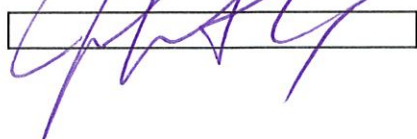
Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

PINNELL

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00PM

Type of Application:

Special Use Permit

Name of Applicant:

Josan Properties Arkansas LLC (SU 22-003)

Location:

3030 US HWY 60

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Ryan Ellis #4

Commissioner Signature:

Ryan Ellis

Date:

7/11/22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-46 An Ordinance of the City Council Approving Amendment of the Zoning Code and Official Map by Changing the Classification of Approximately 28.88 Acres of Property, Located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD).

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: July 26, 2022

Issue Statement

Kyle Kirk and Kirk Werks, LLC have applied to change the Zoning Classification of approximately (28.88) acres of property located at the 7200 Block of West Farm Road 170 from Agricultural (AG) and General Commercial (C-2) to **Kirkwood Estates Planned Development District (PDD)**.

Discussion and/or Analysis

The property subject to this Rezoning Application is comprised of approximately **(28.88) acres** of land located at the 7200 Block of West Farm Road 170. The properties to the north of West Farm Road 170 is currently zoned General Commercial (C-2) and consists of two existing parcels, the western parcel is used as an Auto Repair Shop and the eastern parcel is vacant; the properties to the south of Farm Road 170 are zoned Agricultural (AG) and are both vacant.

Applicant's Proposal

The Applicant is proposing the Rezoning of this property to a Planned Development District (PDD) to allow for a residential and commercial mixed-use development consisting of one area (Block C) of Single-Family Dwellings (11.84 acres) and two areas (Block A and Block B) of General Commercial Lots (3.84 and 5.52 acres), and Detention Areas to serve the development. The Development Plan also contains new water, sanitary sewer, and stormwater systems to support the development, the required Secondary Arterial Street (Bailey Avenue), and Local Streets to support the development.

Specifically, the Applicant's proposal includes the following elements:

- **Block A: General Commercial (C-2)**
 - Note: Compliance with the General Commercial (C-2) District Regulations
 - Total Area: 3.84 acres
 - Total Lots: 3
 - Permitted Uses: General Commercial (C-2)

- **Block: General Commercial (C-2)**
 - Note: Compliance with the General Commercial (C-2) District Regulations
 - Total Area: 6.52 acres
 - Total Lots: 3
 - Permitted Uses: General Commercial (C-2)
- **Block C: Medium Density Single-Family Residential**
 - Note: Compliance with the Medium Density Single-Family Residential District (R1-M) Regulations
 - Total Area: 11.84 acres
 - Total Lots: 49
 - Permitted Uses: Single-Family Residential
 - Density: 4.1 Dwelling Units/Acre

The following paragraphs contain brief analyses of present site conditions as well as the proposal's relationship to **adopted plans of the City**.

Consistency with the Planned Development District (PDD) Ordinance

The purpose of the Planned Development Regulations is to allow for mixed-use, unconventional, or innovative arrangements of land and public facilities, which would be difficult to develop under the conventional land use and development regulations of the City.

Planned Unit Developments must demonstrate substantial congruence with each of the following conditions in order to be considered eligible for approval:

- The proposed Development Plan shall involve a mixture or variation of land uses or densities.
 - Kirkwood Estates is a residential and commercial mixed-use development consisting of single-family and commercial lots
- The proposed Development Plan shall involve the provision of all infrastructure deemed necessary to adequately serve the potential development.
 - The Kirkwood Estates PDD Development Plan includes provisions for municipal water and sewer services, a plan for stormwater management, and the construction and dedication of a Secondary Arterial Street (Bailey Avenue), identified in the City's Major Thoroughfare Plan.
- The proposed Development Plan shall involve design elements that promote the City of Republic's Comprehensive Plan and other adopted plans of the City.
 - The City of Republic's Comprehensive and Land Use Plans promote the expansion of commercial and residential development at locations supported by the City's water, sanitary sewer, and transportation networks; the Kirkwood Estates Development can be adequately supported by the City's capacities for water, sewer, and transportation.

- The proposed Development Plan shall involve design elements intended to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to preserve features of historical significance; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public improvements.
 - The Kirkwood Estates Development Plan includes the construction of a Secondary Arterial City Street (Bailey Avenue) identified on the City's Major Thoroughfare Plan. The street will connect the development from East US Highway 60 to West Farm Road 170 and then to the south property line of the development.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan generally encourages the expansion of residential and commercial development through proactive rezoning of land at appropriate locations. Appropriate locations are described generally throughout the Plan with regard to the **relationship of land at particular locations to infrastructure capable of supporting various intensities and densities of uses.**

The 2021 Comprehensive Plan and Land Use Plan identifies Land Use Goals and Objectives relating to development, as follows:

- **Goal:** Support market conditions to develop a greater variety of residential options
 - **Objective:** Support a variety of housing developments and styles to ensure a range of options are available
- **Goal:** Support new development that is well-connected to the existing community
 - **Objective:** Encourage development that improves and expands upon existing infrastructure
 - **Objective:** Promote development aligning with current adopted plans of the City
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development
- **Goal:** Recognize potential infill sites as opportunities for development
 - **Objective:** Support the development of vacant parcels as opportunities for densification that is harmonious with surrounding development

Compatibility with Surrounding Land Uses

The subject site is surrounded by existing agricultural, commercial, and residential zoned properties and uses:

- North: East US Highway 60
- South: Greene County Agricultural
- East: Medium Density Single-Family Residential (R1-M); Greene County General Commercial
- West: Greene County General Commercial and General Commercial (C-2)

The land uses permitted in the Applicant's proposal are considered to be generally compatible with the surrounding agricultural and residential zoned properties and uses in proximity to the subject parcel.

Capacity to Serve Potential Development and Land Use

Municipal Water and Sewer Service: Portions of the proposed development are currently served by City of Republic sanitary sewer and water service; the remaining portions of the development not currently served by these utilities are in proximity to these services.

The proposed development will connect to existing gravity sanitary sewer mains in the area; the effluent will travel from the development to the McElhaney Lift Station and then to the Shuyler Creek Lift Station before being pumped to the Wastewater Treatment Facility.

The development will be served via a looped water system, connecting to existing water mains parallel to East US Highway 60 and West Farm Road 170 and to an existing water main located in the subdivision to the east. The exact location and size of the water mains required to serve the development will be determined during the infrastructure design process.

The Water System, the existing Lift Stations, and the Wastewater Treatment Facility have sufficient capacity to serve the proposed development at full build-out.

Transportation: The Development Plan includes the construction and dedication of a new Secondary Arterial within the development area, known as Bailey Avenue, identified in the City's Major Thoroughfare and Transportation Plans, in addition to multiple Local Streets to serve Lots within the development.

The Applicant provided a Traffic Impact Study (TIS) Memo, reviewed by MODOT and the City of Republic, to analyze the impact of the traffic generated from the proposed development. The results of the TIS Memo indicate the development warrants a Right-In/Right-Out (RIRO) at the intersection with East US Highway 60. These improvements are required during the initial phase of construction of Bailey Avenue from West Farm Road 170 to East US Highway 60. The transportation improvements required to support the development are the responsibility of the Developer.

MODOT is currently conducting a Corridor Study of East US Highway 60, which may identify additional improvements impacting this development; any improvements identified by MODOT outside of the required RIRO will be improvements by MODOT.

The City will be working with MODOT and the Applicant throughout the development process, including during construction of the required transportation improvements to support the development.

No parcel within the development will have direct access to East US Highway 60 or West Farm Road 170.

Stormwater: The Development Plan contains areas designated for stormwater retention/detention, designed to accommodate stormwater generated by the development. Additional stormwater areas and/or easements may be required through the engineering design process. The stormwater

retention/detention areas, drainage easements, and all open space/common areas will be owned and maintained by the Developer and/or a Property Owners Association.

Floodplain: The subject parcel **does not** contain any areas of **Special Flood Hazard Area (SFHA/Floodplain)**.

Sinkholes: The subject parcel **does not** contain any identified sinkholes.

All developments must include site design providing for sufficient emergency vehicle access as well as fire protection facilities (e.g. fire hydrants). **Additional elements of code compliance, evaluated at the time of infrastructure design, impacting the development of the subject property, include, but are not limited to, the City's Zoning Regulations, adopted Fire Code, and adopted Building Code.** The next steps in the process of development of the subject parcel, upon a favorable rezoning outcome, will be the development, review, and approval of an Infrastructure Permit for the construction of utility services and roads.

Recommended Action

Staff considers the **proposed Zoning Map Amendment (Rezoning to Planned Development District)** to be generally consistent with the **goals and objectives of the Comprehensive and Land Use Plans**, generally consistent with the **trend of development in the vicinity of the site**, generally **compatible with surrounding land uses**, and **able to be adequately served by municipal facilities**. Specifically, the proposed development can be adequately served by the City's municipal water and sanitary sewer services and the City's transportation network. Based upon this analysis (performed without the benefit of evidence and testimony of a public hearing), Staff recommends the approval of this application.

AN ORDINANCE OF THE CITY COUNCIL APPROVING AMENDMENT OF THE ZONING CODE AND OFFICIAL MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 28.88 ACRES OF PROPERTY, LOCATED AT THE 7200 BLOCK OF WEST FARM ROAD 170, FROM AGRICULTURAL (AG) AND GENERAL COMMERCIAL (C-2) TO KIRKWOOD ESTATES PLANNED DEVELOPMENT DISTRICT (PDD)

WHEREAS, the City of Republic, Missouri, (“City” and/or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, Kyle Kirk and Kirk Werks, LLC (together, “Applicant”) submitted an application to the City’s BUILDS Department to rezone certain real property consisting of approximately 28.88 acres, located at the 7200 Block of West Farm Road 170, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD); and

WHEREAS, Applicant additionally sought approval of a development plan for the Kirkwood Estates Planned Development District (“Development Plan”); and

WHEREAS, the City submitted the application and Development Plan to the Planning and Zoning Commission and set a public hearing on the application for July 11, 2022; and

WHEREAS, a notice of the time and date of the public hearing on the application was given by publication on Wednesday, June 22, 2022, in the *Greene County Commonwealth*, a newspaper of general circulation in the City, such notice being at least fifteen (15) days before the date set for the public hearing; and

WHEREAS, the City gave notice of the public hearing on the application to the record owners of all properties within the area proposed to be rezoned and within 185 feet of the property proposed to be rezoned; and

WHEREAS, the public hearing on the application was conducted by the Planning and Zoning Commission on July 11, 2022, at which all interested persons and entities were afforded the opportunity to present evidence or statement on the application, after which the Commission rendered written findings of fact and submitted the same, together with its recommendations, to the Council; and

WHEREAS, the Planning and Zoning commission, by a vote of 6 Ayes to 0 Nay, recommended the approval of such application for rezoning; and

WHEREAS, the application and Development Plan was submitted to the City Council for first read at its regular meeting on July 19, 2022, and second read at its regular meeting on July 26, 2022, after which the City Council voted to approve the application and amend the Zoning Code accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: The Zoning Code and Official Zoning Map are hereby amended to reflect the rezoning of the real property tract comprising of approximately 28.88 acres, located at the 7200 Block of West Farm Road 170, more fully described in the

legal description herein below, from Agricultural (AG) and General Commercial (C-2) to Kirkwood Estates Planned Development District (PDD):

BLOCK A DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING COTTON PICKER SPINDLE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 23 WEST; THENCE N01°54'00"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 20.00 FEET; THENCE LEAVING SAID EAST LINE, N88°29'47"W, 667.50 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 170; THENCE N1°54'00"W, 20.00 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE N88°29'47"W ALONG SAID RIGHT-OF-WAY LINE, 202.98 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE N88°29'28"W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 463.11 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE N1°55'25"E, A DISTANCE OF 340.21 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965") ON THE SOUTH RIGHT-OF-WAY LINE EAST BOUND US HIGHWAY 60; THENCE N64°20'48"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST BOUND US HIGHWAY 60, A DISTANCE OF 522.13 FEET TO A 5/8-INCH IRON PIN (CAPPED "PLS-2007017965"); THENCE S1°53'41"W, A DISTANCE OF 636.48 FEET TO THE POINT OF BEGINNING, CONTAINING 4.9 ACRES.

BLOCK B DESCRIPTION:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A SURVEY MONUMENT CAPPED "PLS2190" MARKING THE SOUTHWEST CORNER OF LOT 14 OF OLDE TOWN AT THE KERR PLACE SUBDIVISION; THENCE N88°20'38"W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23, A DISTANCE OF 588.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°20'38"W, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 215.20 FEET TO A SURVEY MONUMENT; THENCE N1°44'21"E, A DISTANCE OF 1309.32 FEET TO A SURVEY MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 170; THENCE S88°07'01"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 218.98 FEET; THENCE S1°54'17"W, A DISTANCE OF 1308.46 FEET TO THE POINT OF BEGINNING, CONTAINING 6.5 ACRES.

BLOCK C DESCRIPTION:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 28, RANGE 23 WEST IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A SURVEY MONUMENT CAPPED "PLS 2190" MARKING THE SOUTHWEST OF LOT 14 OF OLDE TOWN AT THE KERR PLACE SUBDIVISION. THENCE N1°52'33"E, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE TO 1306.13 FEET; THENCE N88°07'01"W, A DISTANCE OF 507.72 FEET; THENCE S01°54'17"W, A DISTANCE OF 1308.15 FEET TO A POINT ON THE SOUTH

LINE OF THE NE1/4 OF THE NW1/4 OF SECTION 15, TOWNSHIP 28, RANGE 23;
THENCE S88°20'38"E, A DISTANCE OF 508.38 FEET TO THE POINT OF BEGINNING,
CONTAINING 15.3 ACRES.

Section 2: In all other aspects other than those herein amended, modified, or changed, the Zoning Code and Official Zoning Map shall remain the same and continue in full force and effect.

Section 3: The whereas clauses are hereby specifically incorporated herein by reference.

Section 4: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



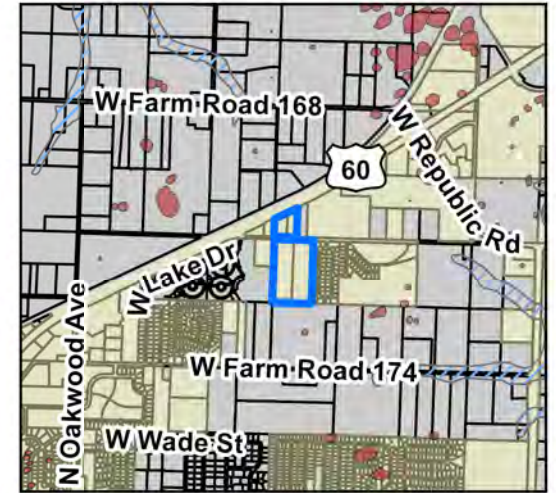
Megan McCullough, City Attorney

Final Passage and Vote:

PDD 22-003: Kirkwood Estates

Item 7.

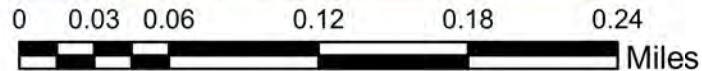
Vicinity Map



Legend

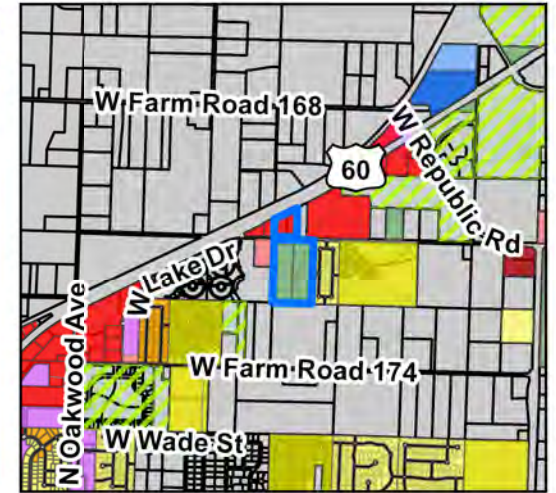
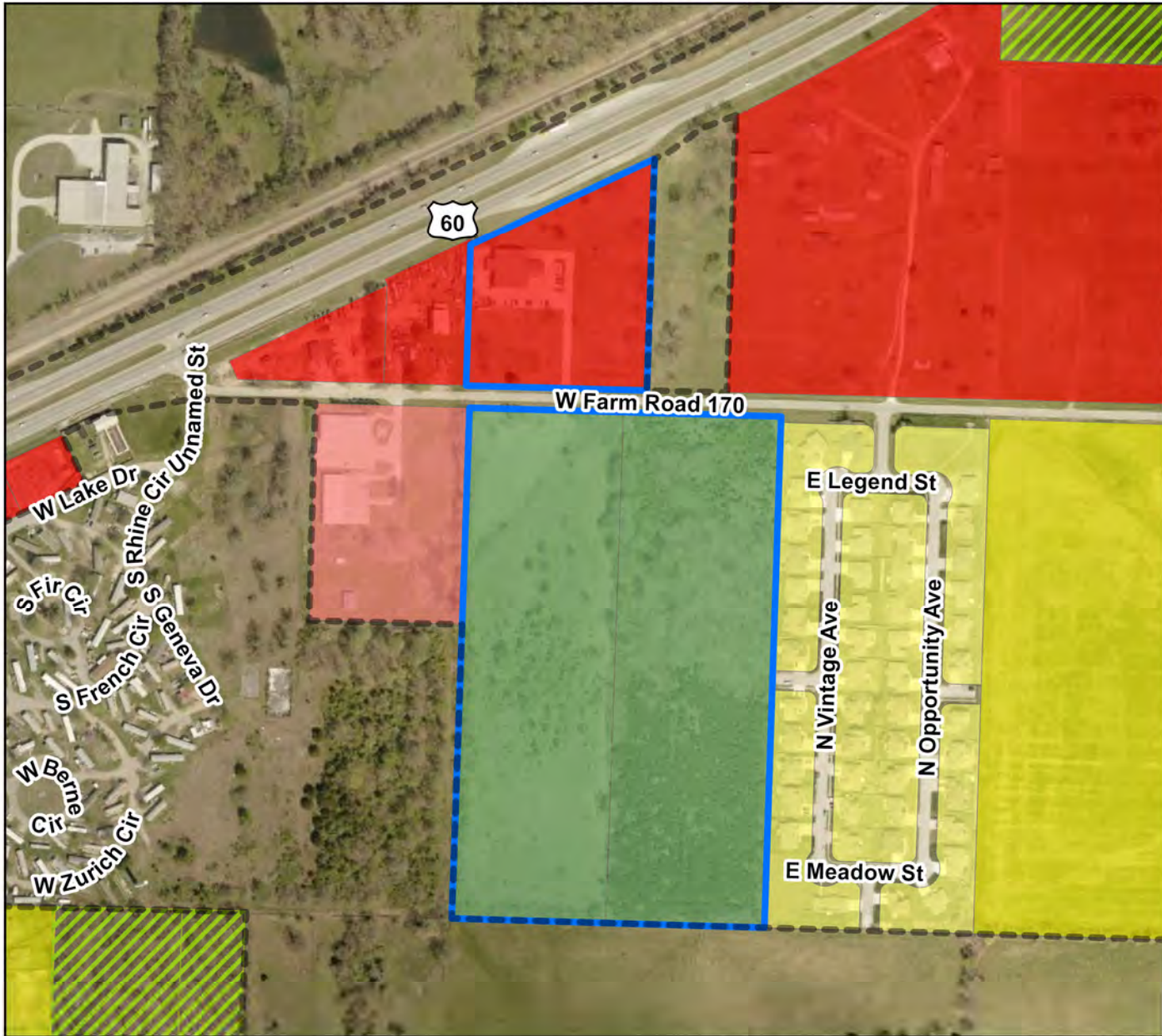
- PDD
- Parcels
- Sinkhole
- Floodplain

Parcel Owner: Kyle Kirk
Parcel Location: 7200 Block of W FR 170
Area: 28.88 Acres
Existing Zoning: General Commercial (C-2) and Agricultural (AG)
Requested Zoning: Kirkwood Estates Planned Development District (PDD)



PDD 22-003: Kirkwood Estates

Zoning Map



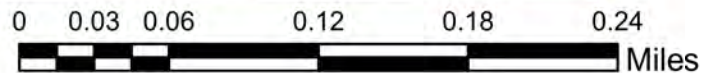
Legend

PDD

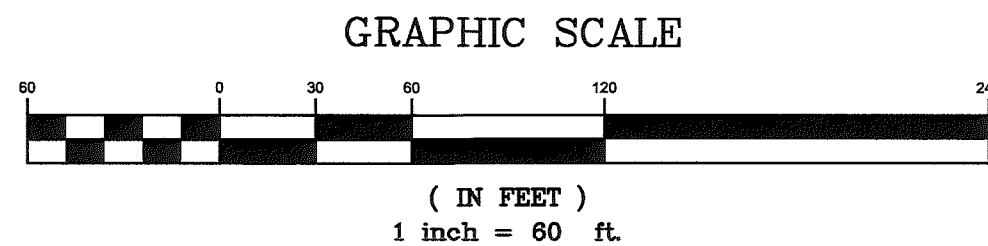
Zoning

- AG Agricultural
- C-1 Commercial
- C-2 General Commercial
- C-3 General Commercial
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing
- PDD Planned Development
- R1-L Single Family Low Density
- R1-M Single Family Medium Density
- R1-H Single Family High Density
- R1-Z Zero Lot Line Residential
- R-2 Two-family Residential
- R-3 Multi-family Residential

Parcel Owner: Kyle Kirk
 Parcel Location: 7200 Block of W FR 170
 Area: 28.88 Acres
 Existing Zoning: General Commercial (C-2) and Agricultural (AG)
 Requested Zoning: Kirkwood Estates Planned Development District (PDD)



GRID NORTH
MISSOURI STATE PLANE
CENTRAL ZONE
NAD83

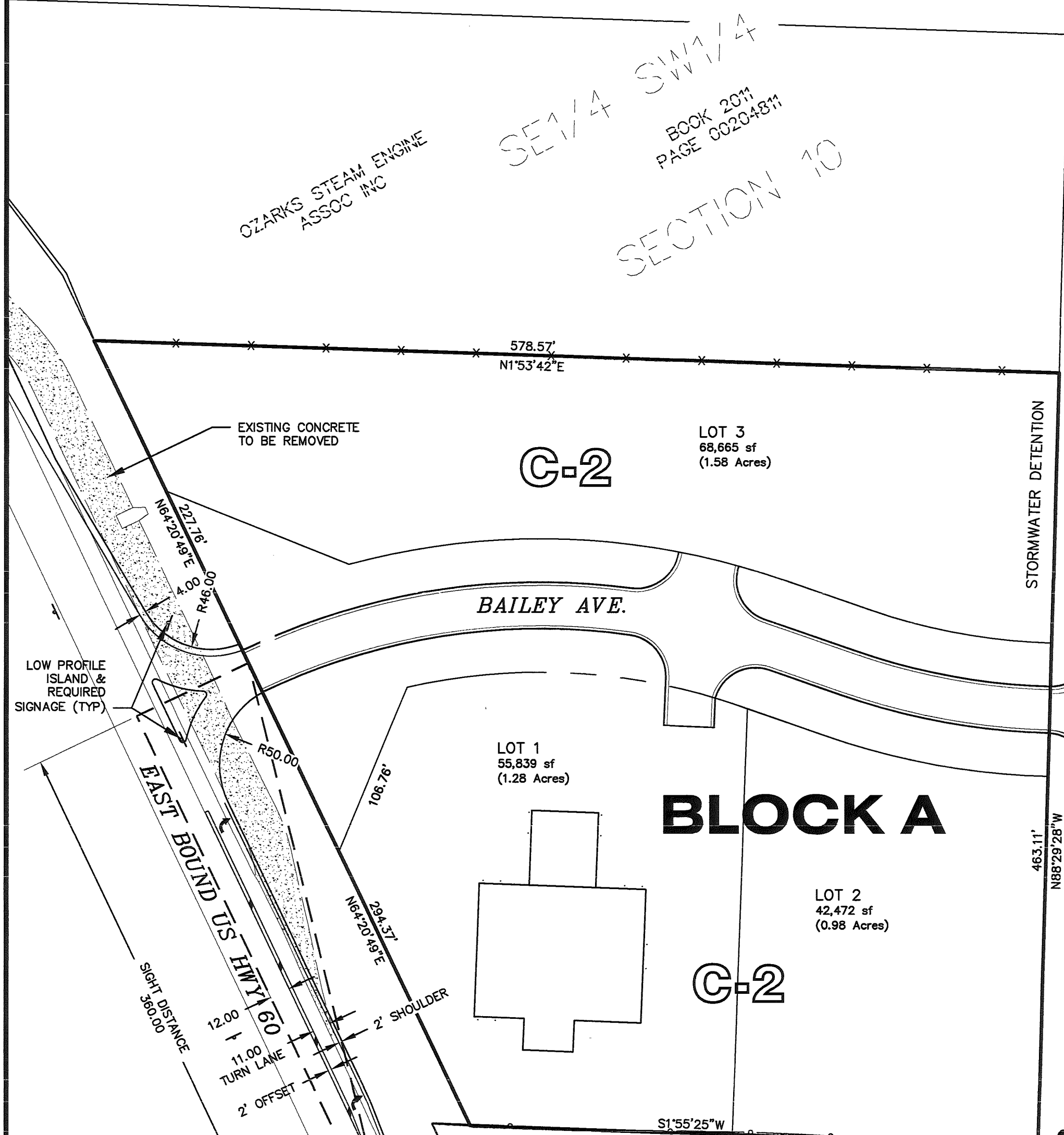
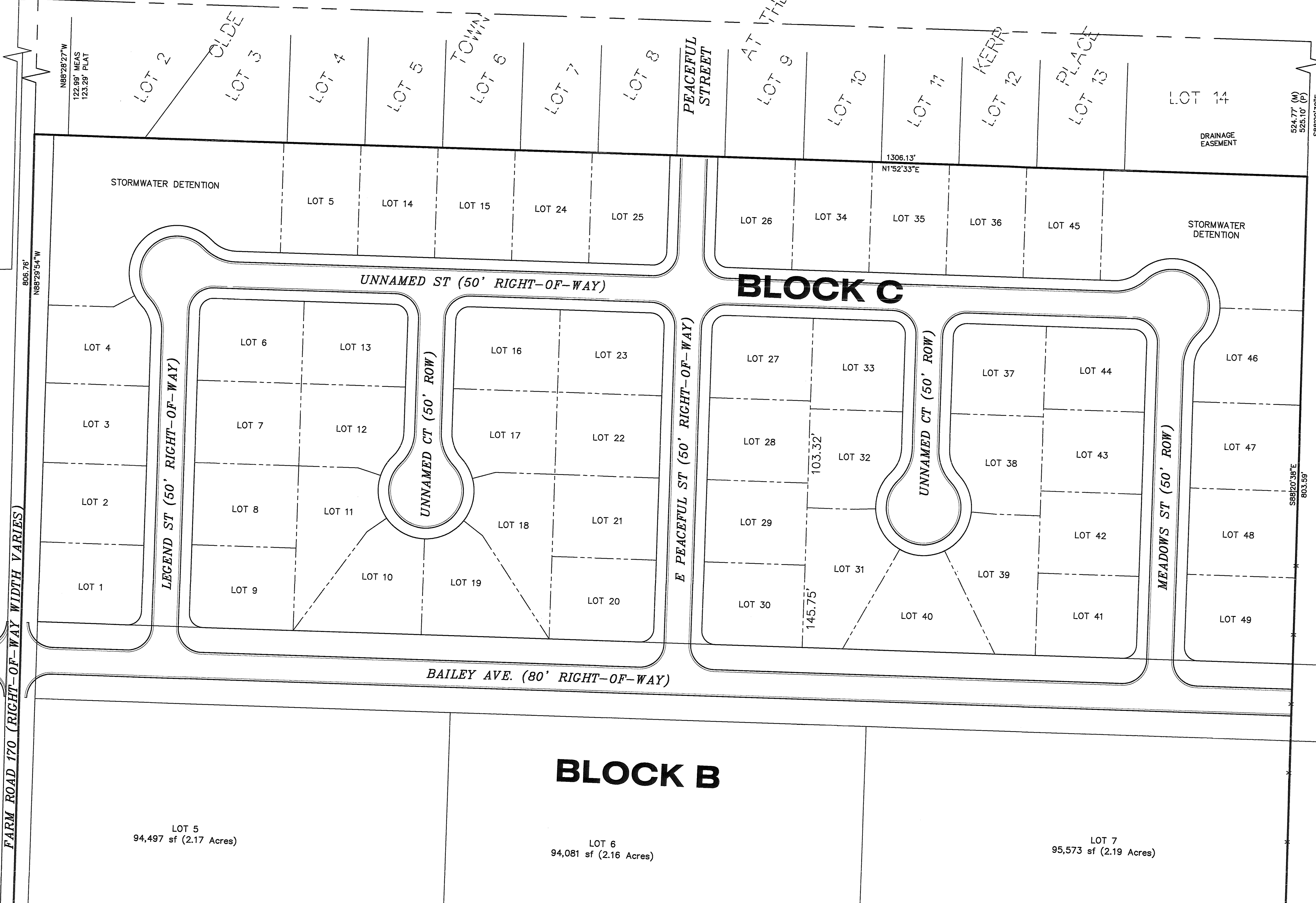


DEVELOPMENT PLAN KIRKWOOD ESTATES

PREPARED BY

SURVEYING/ENGINEERING/LAND PLANNING
(417)-522-7870
1835 S. STEWART AVENUE, SUITE 124
Springfield, Missouri 65804
Email: Rick.Wilson@wilsurveyinc.com
DRAWING NO.: WD-106-028
JOB NO.: 2020-149
DRAWN BY: CD/MQH
DATE: MAY 19, 2022
PAGE 1 OF 1

SE CORNER SE1/4 SW1/4
10-28-23
COTTON SPINDLE



OZARKS STEAM ENGINE ASSOC INC
SE1/4 SW1/4
BOOK 2011
PAGE 00234811
SECTION 10

EAST BOUND US HWY 60
SIGHT DISTANCE
12.00
11.00
TURN LANE
2' OFFSET
2' SHOULDER
JONES, JOE P ETAL DBA
JONES EXCAVATING
BOOK 2494
PAGE 1727

DEVELOPMENT NOTES

Current Zoning	C-2 (LOTS 1-3) R-1M (LOTS 1-49)
Proposed Land Use	PLANNED DEVELOPMENT DISTRICT
Density - Residential	0.24 Dwelling Units/Acre
Minimum Lot Size (R-1M)	9,000 sq.ft. (0.21 acres)
10' Utility Easement	Inside Front Property Line of Each Lot
Street Classification	Local (50' Right-of-Way)
Street Classification	Secondary Arterial (80' Right-of-Way)
Sidewalks	5 ft.
Required Setbacks	C-2 / R-1M
Front & Rear Yard	15 ft. / 25 ft.
Side Yard	6 ft.
Side Yard-Corner Lots	15 ft. / 25 ft.
Common Area and Detention Easement	To be maintained by Homeowners Association
Buffer Yards	To comply with City requirements

GENERAL NOTE: Compliance with Greene County Stormwater Regulations required per Section 410.650.F General Provisions, Coordination With Other Jurisdictions
NOTE: FLOODPLAIN DOES NOT EXIST ON THE SUBJECT TRACT. TRACT IS NOT WITHIN THE AIRPORT ZONE OR OTHER "SPECIAL DISTRICT" ZONES.

MARY BROWN
BOOK 2011
PAGE 527-11



6-21-2022

Findings of Fact

Date of Hearing: Time: Type of Application:

Name of Applicant: Location:

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

AG + C-2 to PDD 28.88 acres
C-2 by US60 + current adjacent C-2
RI-M by current adjacent RI-M
Existing sewer + water
New road RIRO on US60 - Bailey - N/S route
Traffic Control on 170? ²⁰⁰⁰ Alpine Village entrance? possible future closure

Based on these findings, I have concluded to recommend the application to the City Council for: Approval Denial

Commissioner Name: Commissioner Signature: Date:

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Michael Mann

Commissioner Signature:

Michael Mann

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Wilson Surveying Rep Owner - Intent to transition from residential to commercial based on existing surrounding
No other speakers. Staff - will have stop sign at Bailey/170
Potential removal of 170 connection to led because of addition of new street (Bailey)

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

John Alexander

Commissioner Signature:

[Handwritten Signature]

Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

[Empty box for Statement of Relevant Facts Found]

Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:

CYNTHIA HYDER

Commissioner Signature:

C. Hyder

Date:

7/11/2022

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

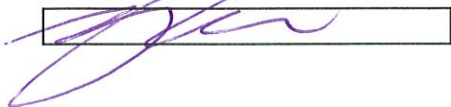
Based on these findings, I have concluded to recommend the application to the City Council for:

- Approval Denial

Commissioner Name:

William Pinwell

Commissioner Signature:



Date:

7/11/22

Findings of Fact

Date of Hearing:

07/11/2022

Time:

6:00

Type of Application:

Planned Development District

Name of Applicant:

Kirkwood Estates PDD (PDD 22-003)

Location:

City Council Chambers

Based upon the facts presented during the course of this hearing, I have found that the application is generally:

- Conforming to the City's adopted Land Use Plan Yes No
- Conforming to the City's adopted Transportation Plan Yes No
- Conforming to other adopted plans of the City (i.e. water, wastewater, parks, etc.) Yes No
- Compatible with surrounding land uses Yes No
- Able to be adequately served by municipal infrastructure Yes No
- Aligned with the purposes of RSMo. 89.040 Yes No

Statement of Relevant Facts Found:

Based on these findings, I have concluded to recommend the application to the City Council for:

Approval Denial

Commissioner Name:

Rawson Ellis III

Commissioner Signature:

Rawson Ellis III

Date:

7/11/22



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-47 An Ordinance of the City Council Approving Execution of a Developer Agreement with Republic 63, LLC for the Continued Development of the Hankins Farm Planned Development District.

Submitted By: Karen Haynes, Assistant BUILDS Administrator

Date: July 26, 2022

Issue Statement

The BUILDS Department is requesting approval authorizing the City Administrator to enter into a Developer's Agreement with Republic 63, LLC for the construction of public infrastructure for the Hankins Planned Development District (PDD).

Discussion and/or Analysis

The Hankins PDD is a planned industrial and commercial development located at the northwest corner of State Highway MM and East Sawyer Road (2561 South State Highway MM); the PDD Development Plan was approved by Council earlier this year.

The Developer's Agreement authorizes the City to partner with the Developer to construct infrastructure improvements including approximately 4000 linear feet of water and sewer mains; the Developer will reimburse the City for the costs of materials and equipment used in construction. This construction will coincide with the City's upgrade and relocation of the Brookline South Lift Station.

The Developer's Agreement includes a provision for additional work, if agreed upon by both parties; the additional scope of construction will require an Amendment to the Developer's Agreement.

Recommended Action

Staff is recommending approval of the Hankins Developer's Agreement.

**AN ORDINANCE OF THE CITY COUNCIL APPROVING EXECUTION OF A DEVELOPER AGREEMENT WITH
REPUBLIC 63, LLC FOR THE CONTINUED DEVELOPMENT OF THE HANKINS FARM PLANNED
DEVELOPMENT DISTRICT**

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, Republic 63, LLC (“Developer”) is the owner and developer of real property located at 2561 South State Highway MM in Republic, Missouri, known as the Hankins Farm Business Park (“Property”); and

WHEREAS, pursuant to the PDD Development Plan for the Property, previously approved by City Council via Ordinance 22-07, Developer is currently developing the Property for future industrial purposes and use; and

WHEREAS, in order to continue its development of the Property, certain public improvements need to be constructed on the Property; and

WHEREAS, the City previously entered into a development agreement with Developer, which City Council approved by Ordinance No. 21-68; and

WHEREAS, the previously executed development agreement is expiring and the City desires to enter into a new Developer Agreement (“Developer Agreement”) with Developer for the continued construction of the infrastructure improvements on the Property; and

WHEREAS, the Council finds the Developer Agreement is in the City’s best interest as it will benefit the community through the continued economic growth and development in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into a Developer Agreement with Republic 63, LLC for the public improvements referenced herein, in substantially the same form as Attachment 1.
- Section 2:** The City Administrator, or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022, by and between the City of Republic Missouri (“City”) and Republic 63, LLC (“Developer”). City and Developer are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri, and

WHEREAS, Developer is a Missouri Limited Liability Company, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at 2561 South State Highway MM, legally described in Exhibit A attached hereto and incorporated by reference into this Agreement, (“Property”), and is in the process of developing a new commercial area on the Property in order to facilitate new development, and

WHEREAS, the Parties have recognized the opportunity for development on the Property to facilitate future growth in the City, and

WHEREAS, in order for Developer to fully develop the Property, certain public improvements need to be constructed on the Property, and

WHEREAS, City recognizes the need to encourage development in the City of Republic and desires to participate and facilitate the development of Property to the extent the City has available resources, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties respective responsibilities for public improvements on the Property in order to develop the Property as will be defined in the Final Plans.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Ability to Contract:** Developer warranty they have the ownership interest in the Property required to enter into this Agreement and fulfill the terms contained herein.
2. **Public Improvements:**
 - a. **Work Under This Agreement:** In exchange for Developer’s promises herein, the City agrees that it shall provide for, arrange, construct, complete, plan, or coordinate the public improvements (“Public Improvements”) as described in this Agreement.

- b. Construction Period and Cost Estimates: The Parties agree that the City's construction of the Public Improvements cannot be determined until completed engineering plans are delivered to City. Developer agrees to provide complete signed and sealed engineering drawings to City within 60 days after the execution of this Agreement. City shall then have 10 business days to review the completed engineering drawings and respond to the Developer with any questions, suggestions, and/or changes. Once all the questions, suggestions, and/or changes have been fully addressed and agreed upon by the Parties ("Final Plans"), a timeline as to the completion of this Agreement ("Construction Period"), along with an estimate of the construction costs for the Public Improvements ("Estimated Costs"), shall be set by a written amendment to this Agreement signed by the Parties ("Amendment"). If this written Amendment to this Agreement defining the Construction Period and containing the Estimated Costs is not entered into by the Parties within 180 days after the execution of the Agreement, this Agreement shall terminate without liability on any Party. Any Estimated Costs provided by City to Developer shall not be binding on the Parties. The actual costs incurred by City in Paragraph 3 shall be the amount Developer will reimburse to City under this Agreement. Nothing contained herein shall be construed to restrict the City's right to construct the Public Improvements at any time prior to the expiration of the Construction Period or continue constructing the Public Improvements after the Construction Period so long as the City is making substantial and continuing progress toward completion of the Public Improvements. Further, the Construction Period Shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
- c. Road Improvements: The Parties may elect to work together in the installation, planning, and coordination for public roadway improvements to the Property according to the Approved Final Plans ("Road Improvements"), prior to the expiration of the Construction Period. The City has the sole discretion to determine whether such improvements are practical and appropriate, in light of the totality of the circumstances presented, to make such allocation of City resources. Road Improvements will be located on the Property and/or on East Sawyer Road, as depicted on the Approved Infrastructure Plans. The City hereby represents and warrants that it has the power and authority to make the Road Improvements if elected by both parties.
- d. Utilities: On or before the expiration of the Construction Period and as part of the Public Improvements, the City hereby agrees to assist in the planning,

coordination, or installation of the following utility improvements ("Utility Improvements"):

- i. Water Public Improvements: City shall plan, coordinate, and install all necessary water lines, systems, and facilities for the City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand for uses permitted under the then-current Property zoning classification, including the looping of any water system as deemed necessary by the City. The water main shall be determined in the Final Plans. The water main on the Property shall be located within the utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said water main shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said water service to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such water service infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said water main.
 - ii. Sanitary Sewer Public Improvements: If determined by the Parties after the Final Plans are received and provided for in the Amendment, the Parties shall work together in the installation, planning, and coordination of a sanitary sewer system for the Property which sanitary sewer system shall be determined in the Final Plans. The sanitary sewer system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement. Said sanitary sewer system shall be installed concurrently with the construction of the Road Improvements and the City agrees to provide said sanitary sewer system to the Property no later than the expiration of the Construction Period. The City and Developer shall work together to plan and coordinate the installation of such sanitary sewer system infrastructure, including, without limitation, determining the location(s) on the Property that future users shall tap into said sanitary sewer system.
 - iii. Storm Water Public Improvements: The Parties may elect to work together in the installation, planning, and coordination for stormwater improvements consisting of curb and gutter and installation of stormwater pipe to the Property according to the Approved Final Plans, prior to the expiration of the Construction Period. The City has the sole discretion to determine whether such improvements are practical and appropriate, in light of the totality of the circumstances presented, to make such allocation of City resources. The storm water system on the Property shall be located within utility easements granted by Developer pursuant to the Easement Section in this Agreement.
- e. Work Performed: City will be the sole judge of the work needed to be performed to complete this Agreement, including but not limited to the work to be

performed, the contractors or subcontractors hired to do the work, the engineer hired, the construction methods used, the location of the work, equipment used, the quality of the work, and the selection of the materials and supplies to be used.

- f. Site Access: Developer and its representatives shall have access at all times to the worksite and shall provide sufficient competent personnel to visit and inspect the work site during the course of this Agreement to determine the work and manner of it being performed. City, its workers, subcontractors, suppliers, and representatives shall have access at all times to the worksite.
3. Costs of the Public Improvements:
 - a. Engineering Plans: Developer shall be responsible for all costs for the engineering plans and/or construction drawings for the Public Improvements subject to this Agreement with exception to Engineering, plans and or construction drawings related to the relocation of the sanitary sewer lift station located on the property and associated linear improvements to facilitate said move. Any engineering plans and/or construction drawings are subject to rejection, revision, or approval by City as reasonably necessary, in the City's opinion, to complete the Public Improvements in this Agreement.
 - b. Road Improvements: If elected to perform such work, the City will initially pay the cost of the Road Improvements subject to this Agreement. Although the City will initially pay for the Road Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Road Improvements as outlined in this Agreement. The Parties agrees the actual costs to be reimbursed to City by Developer for the Road Improvements shall include the actual costs incurred by the City for the material expenses of the Road Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non- City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations, and all other services and facilities necessary for the execution and completion of the Public Improvements to the Road pursuant to this Agreement.
 - c. Utility Public Improvements:
 - i. Water Public Improvements: The City will initially pay the cost of the Water Improvements subject to this Agreement. Although the City will initially pay for the Water Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Water Improvements as outlined in this Agreement. The Parties agree the actual costs to be reimbursed to City by Developer for the Water Improvements shall include the actual costs incurred by the City for the material expenses of the Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state, and federal public works laws and regulations and, all other services and facilities necessary for the

- execution and completion of the Water Public Improvements pursuant to this Agreement.
- ii. Sanitary Sewer Public Improvements: The City will initially pay the cost of the Sanitary Sewer Improvements subject to this Agreement. Although the City will initially pay for the Sanitary Sewer Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Sanitary Sewer Improvements as outlined in this Agreement. The parties agree the actual costs to be reimbursed to the City by Developer shall include the actual costs incurred by the City for the material expenses of the Sanitary Sewer Public Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City owned equipment and non-City owned tool rental, utilities, transportation, taxes, local, state and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Sanitary Sewer Public Improvements pursuant to this Agreement.
 - iii. Storm Water Public Improvements: If elected to perform such work, the City will initially pay the cost of the Storm Water Improvements subject to this Agreement. Although the City may initially pay for the Storm Water Improvements under this Agreement, the Developer agrees to reimburse the City for its actual costs of the Storm Water Improvements as outlined in this Agreement. The parties agree the actual costs to be reimbursed to the City by Developer shall include the actual costs incurred by the City for the material expenses of the Storm Water Improvements and the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, non-City equipment and non-City owned tool rental, utilities, transportation, taxes, local, state and federal public works laws and regulations and, all other services and facilities necessary for the execution and completion of the Public Improvements to the Storm Water pursuant to this Agreement.
 - iv. Electrical, Gas, Telecommunication: All costs related to Electrical, Gas, and Telecommunication for the Property shall be the responsibility of the Developer.
- d. Invoicing: City will invoice Developer once materials have been purchased and/or work has started under this Agreement on or about the 15th day of every month for the actual costs incurred by City for expenses allowed under this Agreement. Developer shall have twenty days following receipt of any such invoice to obtain the reasonable approval of such invoice from its engineer, and twenty days thereafter to pay the City such approved invoice. Lien waivers executed by any non-City payee shall be delivered to Developer at the same time Developer pays City in accordance with the above. If Developer does not pay any invoice from City to Developer in accordance with the above, City has the right to stop all work

under this Agreement. Developer will be allowed to keep a twenty percent retainage on all materials billed by City to Developer. Said retainage will be noted by City in invoices sent to Developer and tracked by City. Said retainage will be completely payable by Developer to City after the Public Improvements are installed by City and after invoiced by City and payable under this Paragraph.

- e. City Administrative Personnel: City will not invoice or attempt to collect any payment from Developer under this Agreement for the labor costs of City's administrative personnel which include the City Administrator, Public Works Director, human resource personnel, or finance personnel. Further, City agrees not to bill Developer under this Agreement for labor costs of the City Attorney unless allowed under this Agreement.
 - f. Purchasing Policy: City will use the current Purchasing Policy approved by the City Council and associated Administrative Policies in order to facilitate request for proposals, request for qualifications, request for bids, or written quotes to determine the lowest price qualified provider of materials and/or services. City will abide by all local, state, and federal laws and regulations, including those regarding public works projects. Developer will be provided by City with all bids and/or quotes once they are opened in accordance with applicable law to the public. Once the bids and/or quotes are provided to Developer, it may, if it determines that it has an applicable legally justifiable reason to oppose utilization of any responder, such as by objecting to competence of same, within three business days provide City in writing with such legally justifiable reason in opposition. The City is not required to accept or reject any response based on the opposition of Developer, and will at all times comply with applicable law.
 - g. Funds Deposits: Developer agrees that any funds remitted to City under this Agreement belong to the City on receipt. Under no circumstances will any funds paid by Developer to the City be construed as belonging to Developer, or being held in trust or for the benefit of Developer, and such payments shall be deposited and/or used for such public purposes as the City determines within its lawful discretion.
4. Tax Consequences: No warranty or representation of the tax consequences, if any, is made by the Parties.
 5. Ownership in Work: Developer will have and will gain no ownership or other interest in Public Improvements in this Agreement.
 6. Easements: Developer agrees to execute any easements and/or rights-of-way reasonably required by City in order to perform the work contemplated by this Agreement and in order for City to provide future maintenance on said work on the property after the work is completed. Said easements will be provided by Developer to City at no cost and shall be provided during the Final Platting process. The Parties agree that City may need further easements and/or rights-of-way that allow for the extension of the Public Improvements contained in this Agreement. The Parties agree to negotiate in good faith to allow City to acquire further easements from Developer to extend the Public Improvements to adjoining properties in the future. Should any easements and/or rights-of-way under this Agreement not be in use and no longer necessary for the Parties to complete the planned

development contemplated by this Agreement, the City agrees to take all steps necessary to vacate said easements and/or rights-of-way within 90 days of being notified by the Developer, of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

7. Final Platting: Developer agrees to submit for review to the BUILDS Department and approval by City Council a Final Plat of the Hankins Planned Development District (PDD), as required by the City's Zoning Ordinance for the formal dedication of all public infrastructure and recording of lots within the development.
8. Conflict of Interest: No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
9. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
10. Default by Developer and Termination: If through any cause, Developer shall fail to fulfill in timely and proper manner their obligations under this Agreement, become insolvent, or if they violate any of the covenants, agreements or stipulations of this Agreement, the City shall deliver written notice of the same to Developer and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as Developer begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), the City shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination.
11. Default by City and Termination: If through any cause the City shall fail to fulfill in timely and proper manner City's obligations under this Agreement, become insolvent, or if City violates any of the covenants, agreements or stipulations of this Agreement, the Developer shall deliver written notice of the same to City, and if such failure or violation is not cured within thirty days thereafter (or such longer period of time as is reasonably necessary so long as City begins to cure such failure or violation within such thirty-day period and thereafter diligently pursues the same to completion), then Developer shall thereupon have the right to terminate this Agreement by giving at least five days prior written notice of such termination, specifying the effective date thereof. If Developer elects to terminate under this provision, Developer shall be responsible to City for all of City's actual costs in the Public Improvements allowed in this Agreement up to and including the date of termination. Termination of this Agreement shall be the sole remedy for any default by City under this Agreement.
12. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of

Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.

13. Dispute: In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to all reasonable attorneys' fees and expenses incurred.
14. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement may cause temporary or permanent damage to the Property, and Developer agrees the City shall not be liable for any damages caused to the Property in the course of completing the Public Improvements contemplated by this Agreement.
15. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
16. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
17. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
18. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
19. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
20. Assignment: This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
21. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any

individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

- 22. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
- 23. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Developer shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
- 24. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 25. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
- 26. Contract Documents: The Agreement shall consist of the following:
 - a. This Agreement;
 - b. Exhibit A – Legal description;
 - c. Any properly executed amendments.
- 27. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

to the City: City of Republic, Missouri
 Attn: City Administrator
 213 North Main Street
 Republic, Missouri 65738

to Developer: Republic 63, LLC
 Attn: Tom Rankin
 2808 South Ingram Mill, A100
 Springfield, MO 65804

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Republic 63, LLC

(Signature)

(Printed Name)

(Title)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF REPUBLIC

David Cameron, City Administrator

Attest: Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney

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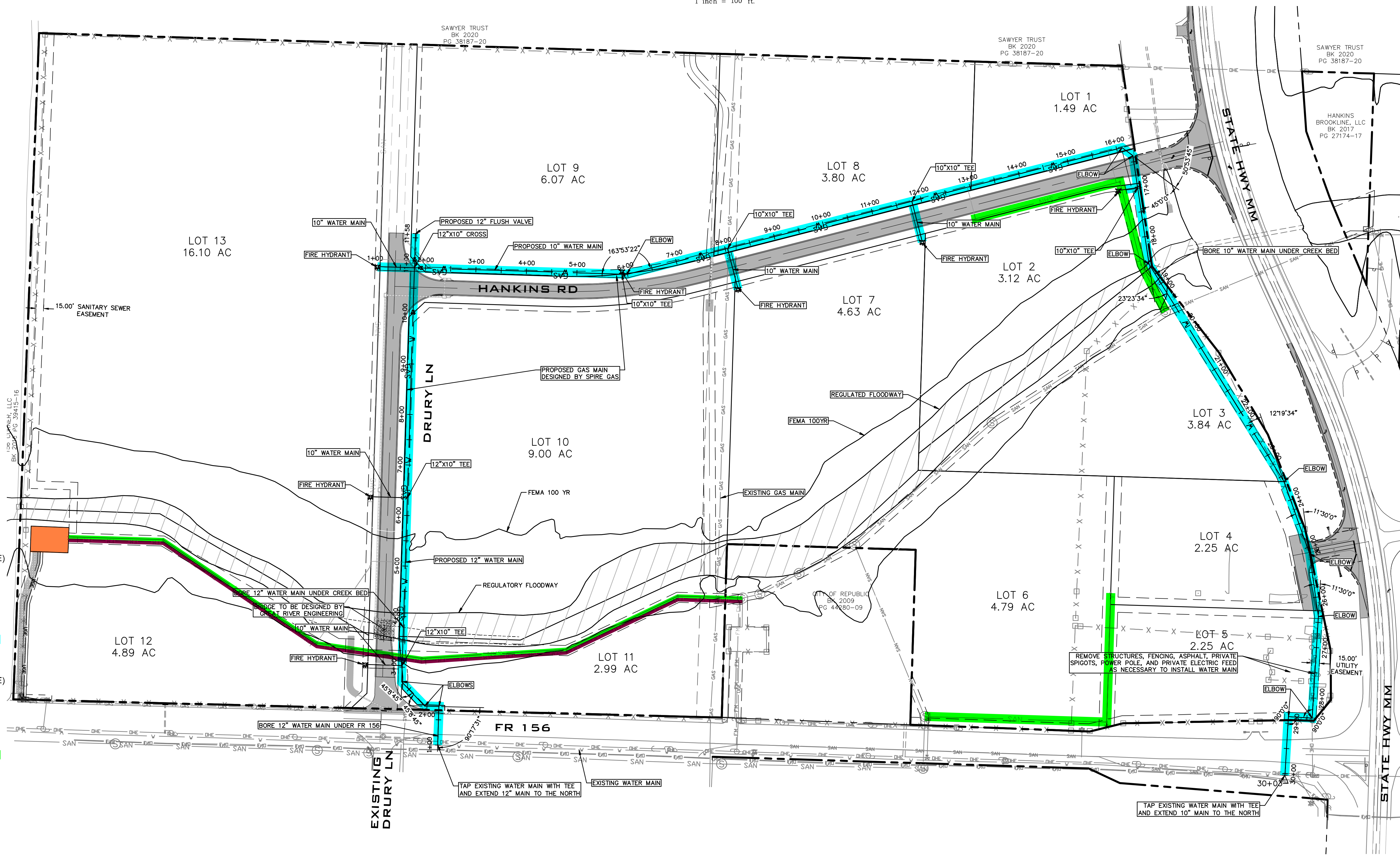
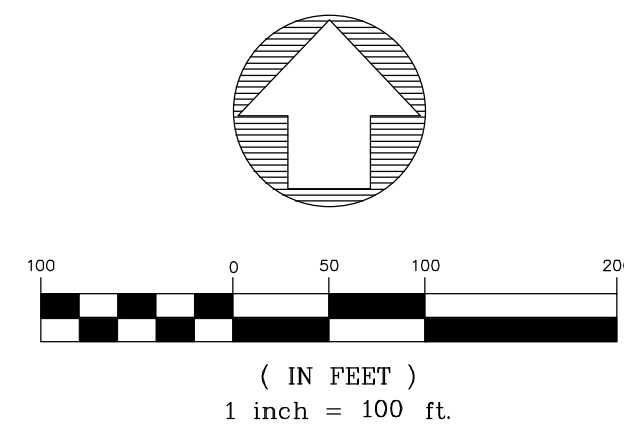
GENERAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- THE CONTRACTOR WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES.
- THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION, TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.
- ALL COMPACTED OR BACKFILLED AREAS SHALL MEET 95% STANDARD PROCTOR DENSITY. ANY SOILS IN EXCAVATED SOFT OR WET AREAS THAT DO NOT MEET 95% STANDARD PROCTOR DENSITY SHALL BE REMOVED, RECOMPACTED, AND RETESTED.
- THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CONTRACTOR IS REQUIRED TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.
- CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
- CONTRACTOR IS REQUIRED TO KEEP THE ROCK, MUD AND DIRT OFF OF ALL ROADWAYS DURING CONSTRUCTION.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF REPUBLIC GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, CITY OF REPUBLIC STANDARD DRAWING DETAILS, AND CITY OF REPUBLIC DESIGN STANDARDS.

APPROXIMATE QUANTITIES:

- 1080 LF 12" SDR 21 CLASS 200 WATER LINE**
 - 124 LF BORE (12")
 - 3 EA 12" ELBOW (SEE PLANS FOR ANGLE)
 - 1 EA 12"x12" TAPPING TEE
 - 2 EA 12"x10" TEE
 - 1 EA 12" FLUSH VALVE
 - 1 EA 12"x10" CROSS
 - 2 EA 12" WATER SHUT OFF VALVE
- 3,259 LF 10" SDR 21 CLASS 200 WATER LINE**
 - 61 LF BORE (10")
 - 4 EA 10" x 12" TEE TAPPING TEE
 - 9 EA 10" x 10" TEE
 - 4 EA 10" ELBOW (SEE PLANS FOR ANGLE)
 - 8 EA 10" WATER SHUT OFF VALVE
 - 7 EA FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
- 2680 LF VARIOUS SIZED GRAVITY SEWER MAIN**
- 10 NEW MANHOLES**
- 1820 LF 10" FORCED SEWER MAIN**
- NEW LIFT STATION**

COVER SHEET
PROPOSED WATER MAIN



REVISIONS:

NO.	DATE	BY	DESCRIPTION

SCALE: 1" = 100'

FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

WATER MAIN COVER SHEET

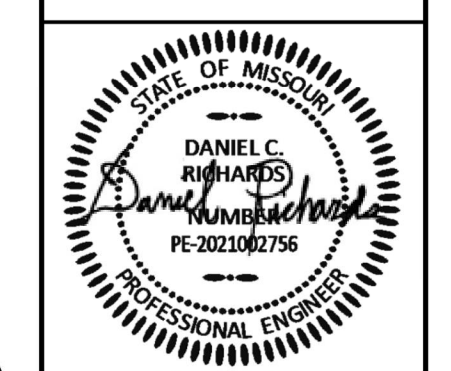
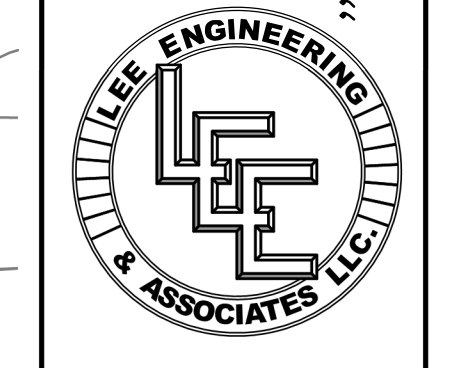
DRURY LANE EXTENSION

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

Missouri State Certificate of Authority
Engineering #2005015604
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz

Engineering with Integrity



DATE: 2022-06-10
SHEET: WT-1
PROJECT: 2017
FILE: Drury Lane Water.dwg





AGENDA ITEM ANALYSIS

Project/Issue Name: 22-48 An Ordinance of the City Council Amending Bill No. 21-65 to Authorize Execution of a Revised Intergovernmental Agreement with Missouri Department of Social Services Family Support Division for the Low Income Household Water Assistance Program.

Submitted By: Meghin Cook, Finance Director
Kyle Sutton, Finance Manager

Date: July 26, 2022

Issue Statement

To authorize the execution of a revised agreement with the Missouri Department of Social Services Family Support Division for the Low-Income Household Water Assistance Program for utility customers.

Discussion and/or Analysis

The City of Republic approved an agreement with the Missouri Department of Social Services for the Low-Income Household Water Assistance Program Supplier Agreement (LIHWAP) on October 19, 2021. However, Missouri Department of Social Services has since changed the agreement to amend section 4.2 of the document. Therefore, they need a revised agreement signed before they can issue further payments for the program. The changes are listed below:

Original:

“If the Supplier fails to return a CEL within a thirty (30) calendar day timeframe, direct payments will be made on behalf of all customers who appeared on said listing.”

Revised:

“If the Supplier notifies the Department that they cannot accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, or the Supplier fails to return a CEL within a thirty (30) calendar day timeframe, no payment will be made by the Department on behalf of the eligible customer.”

Originally the Department of Social Services could make direct payments to individuals if the billing company did not apply the credit to their bill correctly. That portion was removed, and it was restated so that no payments will be made if they are not accepted by the billing company.

Recommended Action

City staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING BILL NO. 21-65 TO AUTHORIZE EXECUTION OF A REVISED INTERGOVERNMENTAL AGREEMENT WITH MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION FOR THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on October 26, 2021, via Bill No. 21-65, the Council authorized the City Administrator to execute an Intergovernmental Agreement with the Missouri Department of Social Services-Family Support Division (“DSS”), to govern funds for low-income households to have access to drinking and wastewater services (“IGA”); and

WHEREAS, following the passage of Bill No. 21-65 but prior to executing the IGA, DSS proposed revisions to a material term of the IGA pertaining to method of payments (“Revised IGA”); and

WHEREAS, the City has no objection to the revision in the Revised IGA and wishes to proceed with executing the same; and

WHEREAS, the Council finds the Revised IGA is fair and reasonable and in the best interest of the City, as it will not only benefit low-income households within Republic, but additionally the community citizenship as a whole.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** The City Administrator or his/her designee, on behalf of the City, is authorized to enter into an intergovernmental agreement with the Missouri Department of Social Services Family Support Division in substantially the same form as the “*Low Income Household Water Assistance Program Supplier Agreement Between Missouri Department of Social Services Family Support Division and Water/Wastewater Suppliers,*” attached hereto as Exhibit 1.
- Section 2:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 3:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 4:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 5:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney



Low-Income Home Water Assistance Program (LIHWAP)

What is LIHWAP?

LIHWAP may be able to help you with a one-time payment for your water and/or wastewater (sewer) bill from November through September. The maximum amount you could get is \$750.00. LIHWAP can help with:

- Disconnection or reconnection fees.
- Threat of disconnection.
- Past-due bills.

How do I apply?

Apply online at mydss.mo.gov/utility-assistance or call **855-373-4636** to ask a team member to mail you an application.

You will need to submit your completed application to your local contract agency listed on the last page of the LIHWAP application.

When will I get my benefit?

Once you submit your application and required documents, your application will be reviewed in about 30 business days. You will receive a letter in the mail that tells you if you qualify for help and the amount you will get.

Am I eligible?

You may be eligible for help if you:

- Are responsible for paying the utilities for your home
- Are a Missouri resident
- Are a U.S. citizen or have been legally admitted for permanent residence
- Have \$3,000 or less in your bank, retirement, or investment accounts
- Meet the income guidelines listed below:

Household Size	Monthly Income	Yearly Income
1	\$2,211	\$26,531
2	\$2,891	\$34,694
3	\$3,571	\$42,858
4	\$4,252	\$51,021
5	\$4,932	\$59,184
6	\$5,612	\$67,348

Questions?

Contact your local contracted agency at tinyurl.com/LIHEAP-agencies for questions or visit mydss.mo.gov/utility-assistance for more information.

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
And
WATER/WASTERWATER SUPPLIERS**

1. Purpose

1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Water/Wastewater Supplier stated below, (hereinafter referred to as the Supplier) shall be as follows:

(Name of Company)

1.2 Missouri’s Low Income Household Water Assistance Program (LIHWAP) is authorized under Section 553 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, Office of Community Services (OCS) has closely modeled the LIHWAP terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*

1.3 This agreement shall govern the purchase of water/wastewater services from the Supplier on behalf of households eligible for LIHWAP. Funds awarded shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover or reduce arrearages, rates, and fees associated with reconnection or preventions of disconnections of service, and rate reduction to eligible households for such services. This agreement is for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

1.4 The parties acknowledge that this agreement and the services provided by the Supplier are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP supplemental terms and conditions.

2. Definitions

2.1 **Credit Balance** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHWAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.

2.2 **Eligible Customer** – a household that makes application for assistance under LIHWAP, is determined eligible for benefits by the Department or contractor, and is accepted by the Supplier as an active account.

2.3 **Payment** – a line of credit payment to the Supplier equal to the maximum subsidy per eligible customer as set forth in Attachment A of this agreement.

3. Terms of Agreement/Modifications

3.1 The agreement period shall be effective October 1, 2021 through September 30, 2023. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become effective upon signature by authorized representatives of the Supplier and the Department and shall apply to water/wastewater assistance to eligible customers under LIHWAP in accordance with the following program period, as established above.

a. Water/Wastewater: home drinking water and wastewater consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year – not to extend past September 30, 2023.

3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the Supplier and the Department prior to the effective date of

such modification. No other document, including correspondence, e-mail, acts, or oral communications from any person, shall be used or construed as an amendment or modification to the agreement.

Item 9.

- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. **Responsibilities of the Parties**

4.1 The Department agrees to:

- a. Provide the Supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their primary water/wastewater supplier. These listings shall include at least the following data elements:
 1. Complete name of eligible customer;
 2. Complete address of eligible customer;
 3. Customer account number provided on the Supplier's billing information;
 4. Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 5. Social Security Number of the customer supplied by the Department.
- b. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the Supplier.

4.2 The Supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The Supplier shall complete and submit to the Department Exhibit #1 – Supplier Information and the signed agreement the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Household Water Assistance Program, the Supplier:
 1. Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, or price of home water offered to eligible customers in relation to its other residential customers.
 2. Shall return Customer Eligibility Listings (CEL's) to the Department within **fifteen (15) calendar days** after they are received, indicating whether the LIHWAP payment to be made on behalf of the eligible customer can be accepted by the Supplier. If the Supplier notifies the Department that they cannot accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, or the Supplier fails to return a CEL within a **thirty (30) calendar day** timeframe, no payment will be made by the Department on behalf of the eligible customer.
 3. Shall accept the LIHWAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
 4. Shall credit, through normal billing process, the full amount of the LIHWAP pledge received to an eligible customer's account. The Supplier may apply any portion of the received LIHWAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHWAP pledge is applied to the eligible customer's previous account balance.
 5. Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department and consider continued provision of water and wastewater services to the eligible customer who maintains their deferred payment plan for the duration of this agreement.
 6. Shall provide water and wastewater services at least equivalent to the amount of the pledge made by the Department on behalf of the eligible customer. Services shall be restored or continued during the service period covered by the payment for at least thirty (30) calendar days from the date of the pledge made on behalf of the eligible customer.
 7. Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the Supplier agrees to accept a LIHWAP payment.

199

- Item 9.
8. Shall not transfer any portion of the LIHWAP payment made on behalf of an eligible customer to another customer's account.
 9. Should notify each eligible customer in writing of the amount of any credit balance remaining on their account because of the LIHWAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th, notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHWAP payment is received.
 10. Shall refund any LIHWAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the Supplier or leaves the Supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by the end of the program year (September 30th).
 11. In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than September 30th of each program year.
 12. Refunds must include the following information: Customer name and address, date of LIHWAP payment to the Supplier, and reason for return.
 13. Shall not accept the LIHWAP payment on behalf of customers with the following account status:
 - a. Inactive Account: an account on which service was terminated and the Supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - b. Commercial Account: an account identified by the Supplier via rate structures or other means as generally being utilized by a commercial business;
 - c. Not Our Customer: an account which the Supplier is unable to identify via existing records as being a customer of the company;
 - d. Invalid Account Number: an account which the Supplier is unable to identify via existing records the customer account number;
 - e. Needs Additional Payment: an account on which the Supplier needs additional funds to restore and continue services;
 - f. Negative Customer Response: an account which the Supplier is able to verify, but, the customer failed to call and make an appointment to restore services; or
 14. Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:
 - Complete name of eligible customer (account holder);
 - Complete address of eligible customer;
 - Customer account number of eligible customer; and
 - Social Security Number of the customer supplied by the Department.

5. **Payments**

- 5.1 The Department agrees to provide payment to the Supplier within fifteen (15) calendar days for those customers on whose behalf the Supplier has agreed to accept payment.
 - a. Failure to submit the CELs within the time frames set forth in this agreement may delay payment to the Supplier.
- 5.2 The Supplier is encouraged to participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 If funds for payment of service costs of eligible customers are not sufficient to permit the Department to reimburse the Supplier in accordance with the payment maximums specified in Attachment A, the Department will prorate payments to the Supplier on the basis of the total obligations for water and wastewater services costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. The Department will utilize this procedure until all available funding for the payment of water and wastewater services costs of eligible customers has been expended.

6. Monitoring/Reporting

6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to the Supplier at the end of the program year. The Supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:

- a. The complete name and address of each eligible customer;
- b. The customer’s account number;
- c. The Social Security Number of each customer;
- d. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year;
- e. The amount of an eligible customer’s outstanding account balance at the time the Supplier agreed to accept the LIHWAP payment if the Supplier used the payment in accordance with this agreement;

7. Confidentiality

7.1 The Supplier shall understand that all discussions with the Supplier and all information gained by the Supplier as a result of the Supplier’s performance under this agreement shall be confidential. The Supplier shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

7.2 The Department shall only use information provided by the Supplier about the account of an eligible customer for administering LIHWAP. The Department shall obtain the same agreement from any of its Suppliers.

7.3 The Supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHWAP. This agreement shall immediately be declared null and void if the Supplier is determined to be out of compliance with privacy and confidentiality laws

7.4 The Supplier shall ensure that all persons in its employ who are authorized to have access to or use information obtained from the Department understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, attest to such understanding in writing by signing a DSS Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a “need to know”. The Department shall deny access to information if the Supplier is determined to be out of compliance. The Department may declare this agreement null and void if the Supplier is determined to be out of compliance with the agreement.

7.5 The Supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until any litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed. Upon request of the Department, the Supplier shall permit authorized representatives of the Department, and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the Supplier’s compliance with the provisions of this agreement.

8. Fraud Prevention and Reporting

8.1 The Supplier shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the Department of Social Services (DSS), Division of Legal Services (DLS). The Supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all DLS investigations of suspected fraud or abuse or misconduct.

8.2 The Supplier may be prosecuted under applicable federal or state law or both for false claims, statements, or documents, or concealment of material fact.

9. Termination

9.1 Termination of this agreement without cause may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive. Additionally:

- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of ea

party hereunder shall thereupon terminate immediately upon receipt of written notice from the Department;

- b. Either party may terminate this agreement immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
- c. The Supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The Supplier shall cancel as many outstanding obligations as possible.

10. **Debarment Certification**

10.1 The Supplier, by signing the signature page of this original agreement and any amendment signature page(s), certifies that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Supplier should complete and return the attached certification regarding debarment, etc., Exhibit #2 with the agreement. The Supplier must satisfactorily complete this certification prior to award of this agreement.

11. **Business Compliance**

11.1 The Supplier must comply with the laws regarding conducting business in the State of Missouri. The Supplier certifies by signing the signature page of this original document and any amendment page(s) that the Supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The Supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

11.2 The provider must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

11.3 In the event the Supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the Supplier shall include in its contracts with any other party this agreement as an incorporation by reference.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the Supplier. In witness thereof, the Department and the Supplier hereby execute this agreement.

Authorized Representative of Supplier

Authorized Representative of the
Department of Social Services

Date

Date

EXHIBIT #1: SUPPLIER INFORMATION

Item 9.

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND EXHIBIT #2. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME _____

COMPANY MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

COUNTY _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

E-MAIL ADDRESSES (Primary) _____

(Other) _____

(Other) _____

(Other) _____

(Other) _____

(Other) _____

Water and wastewater services _____

For State Office Use Only:

Supplier Number Assigned: _____

HOUSEHOLD SIZE	MONTHLY INCOME AMOUNTS
	0%-60% STATE MEDIAN INCOME (SMI)
1	\$0-2,211
2	\$0-2,891
3	\$0-3,571
4	\$0-4,252
5	\$0-4,932
6	\$0-5,612
7	\$0-5,740
8	\$0-5,868
9	\$0-5,996
10	\$0-6,124
11	\$0-6,252
12	\$0-6,380
13	\$0-6,508
14	\$0-6,636
15	\$0-6,764
16	\$0-6,892
17	\$0-7,020
18	\$0-7,148
19	\$0-7,276
20	\$0-7,404

Benefit Amount
Not to exceed \$750.00

**Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

Item 9.

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

DUNS #

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment.

EXHIBIT # 3:

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor’s charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor’s good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, identify the specific section of 351.572 RSMo, which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo, identify the section of 351.572 to support the exemption:	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-38 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with OpenEdge Payments LLC for Credit Card Processing Services.

Submitted By: Kyle Sutton, Finance Manager
Meghin Cook, Finance Director

Date: July 26, 2022

Issue Statement

Authorization for the City of Republic to enter into an agreement with OpenEdge Payments LLC to renew our credit card processing services for 2022-2025.

Discussion and/or Analysis

In 2018, the City started using OpenEdge Payments LLC for its credit card processor with the new system conversion to Tyler. This previous agreement has since expired in which we are now requesting renewal.

Given the volume of transactions OpenEdge Payments LLC was able to lower rates across the board for all the City’s merchant IDs. The new rates were very competitive with other processing options on the market. By renewing our agreement with OpenEdge Payments LLC, the City of Republic will not have any interruption to regular payments and will come with an estimated cost savings of 16%, or approximately \$1,000 per month.

The estimated savings are outlined below:

Transactions and Sales are based on April Actual Numbers

Transactions	Sales Amount	Prev Avg Rate	Prev Fees	New Avg Rate	New Fees	Savings Per Month	Savings Per Year
3601	\$ 268,648	2.37%	\$ 6,361	1.98%	\$ 5,324	\$ 1,037	\$ 12,442

The City will plan on going out to bid for credit card processing services in 2025 near end of the renewal term to ensure the City is getting the best rates available.

Recommended Action

City Staff recommends City Council approve OpenEdge Payments LLC for 2022-2025

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH OPENEDGE PAYMENTS LLC FOR CREDIT CARD PROCESSING SERVICES

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly organized and existing under the laws of the State of Missouri; and

WHEREAS, currently, and since 2018, OpenEdge Payments LLC (“OpenEdge”) has been providing credit card processing services to the City; and

WHEREAS, in order to ensure it is receiving competitive rates from its service providers, the City recently requested OpenEdge perform a new rate analysis for the services it is providing to the City; and

WHEREAS, per OpenEdge’s new rate analysis, OpenEdge has offered to reduce the rates it is currently charging the City for services across-the-board;

WHEREAS, from a quality perspective, the City has been satisfied with OpenEdge’s services; and

WHEREAS, based on the quality of service provided by OpenEdge at reasonable, competitive rates, the Council finds it is in the best interest of the City and its citizens to enter into an agreement with OpenEdge for credit card processing services from 2022 until 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: The City Administrator, and/or his designee(s), on behalf of the City, is hereby authorized to execute and deliver any documents necessary to enter into an agreement for the provision of credit card processing services by OpenEdge Payments LLC.

Section 2: The whereas clauses are hereby specifically incorporated herein by reference.

Section 3: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:

CLIENT SATISFACTION OFFER

Merchant Name or DBA Name: CITY OF REPUBLIC (“**Merchant**”)

Merchant ID(s): 8788240021031, 8788240021032, 8788242977089, 8788242977092, 8788242977091 (“**MID**” or “**MIDs**”)

Date: 5/17/22

OpenEdge Payments LLC (“**OpenEdge**”), a Global Payments company, values its merchant clients and strives to create mutually beneficial, long-term relationships with them. To that end, OpenEdge offers you, the Merchant, the following terms on behalf of its affiliate, Global Payments Direct, Inc. (“**Global Direct**”). Accepting this offer will modify your Card Services Agreement (the “**Agreement**”) with Global Direct as follows:

Pricing Adjustments

Cred/Deb Discount Rate 0.09% Per item \$0.00

Risk Assessment Fee 0.05% Per item \$0.05

Settlement Funding Fees 0.05% Per item \$0.05

Additional details on side by side

Contract Term

The Term of the Agreement will be extended for each MID listed above from the date of execution below for a period of 36 months. This new Term supersedes conditions surrounding the existing Term, and you hereby waive any early termination fee indemnities or waivers previously issued. Termination of the Agreement prior to the expiration of the new Term shall result in the assessment of an account closure fee per terminating MID to be paid by Merchant as follows: (a) \$250 if less than twelve months remaining from the date of termination to the end of the Term; or (b) \$500 if more than twelve months remaining, or such portion of the foregoing as may be permitted by applicable law.

All other terms and conditions of the Agreement remain unchanged. This Client Satisfaction Offer and the details contained herein are confidential and may not be disclosed, displayed, or otherwise transmitted to any third party except to attorneys, accountants or other professional advisers as may be necessary to effect the purposes of this letter between the parties.

Sincerely,

OpenEdge Payments LLC

Reviewed and Accepted by Merchant: CITY OF REPUBLIC

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF REPUBLIC UTILITIES - REPUBLIC, MO
 Rate review based on processing month:
 Rates subject to change.
 070-024-013-000

April-22

6/13/2022

Card Type	Charge Type	# Trans	\$ Sales	CURRENT RATES			PROPOSED RATES			Savings
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees	
AMEX	Qualified	31	1,554.62	0.095%	0.0000	1.47	0.090%	0.0000	1.40	0.07
AMEX	Qualified	4	2,840.30	0.130%	0.0000	3.69	0.090%	0.0000	2.56	1.13
AMEX	Qualified	1	64.12	0.094%	0.0000	0.06	0.090%	0.0000	0.06	0.00
AMEX	Qualified	1	140.63	0.092%	0.0000	0.13	0.090%	0.0000	0.13	0.00
AMEX	Qualified	1	125.00	0.192%	0.0000	0.24	0.090%	0.0000	0.11	0.13
DBT	Qualified	8	351.54	0.091%	0.0000	0.32	0.090%	0.0000	0.32	0.00
DISC	Qualified	1	20.34	0.197%	0.0000	0.04	0.090%	0.0000	0.02	0.02
DISC	Qualified	64	4,557.74	0.102%	0.0000	4.65	0.090%	0.0000	4.10	0.55
DSBS	Qualified	31	1,823.31	0.090%	0.0000	1.64	0.090%	0.0000	1.64	0.00
DSPM	Qualified	1	101.70	0.187%	0.0000	0.19	0.090%	0.0000	0.09	0.10
DSPM	Qualified	7	287.30	0.090%	0.0000	0.26	0.090%	0.0000	0.26	0.00
VBTS	Qualified	7	1,533.12	0.104%	0.0000	1.60	0.090%	0.0000	1.38	0.22
VDBT	Qualified	17	1,759.69	0.130%	0.0000	2.29	0.090%	0.0000	1.58	0.71
VDBT	Qualified	1	101.70	0.187%	0.0000	0.19	0.090%	0.0000	0.09	0.10
VDBT	Qualified	6	549.41	0.129%	0.0000	0.71	0.090%	0.0000	0.49	0.22
VDBT	Qualified	272	18,903.46	0.090%	0.0000	17.01	0.090%	0.0000	17.01	0.00
VDBT	Qualified	953	61,687.20	0.095%	0.0000	58.39	0.090%	0.0000	55.52	2.87
VIRE	Qualified	1	275.60	0.131%	0.0000	0.36	0.090%	0.0000	0.25	0.11
VIRE	Qualified	2	153.88	0.091%	0.0000	0.14	0.090%	0.0000	0.14	0.00
VIRS	Qualified	4	211.72	0.151%	0.0000	0.32	0.090%	0.0000	0.19	0.13
VIRS	Qualified	5	169.35	0.124%	0.0000	0.21	0.090%	0.0000	0.15	0.06
VIRS	Qualified	17	1,603.69	0.107%	0.0000	1.72	0.090%	0.0000	1.44	0.28
VIRS	Qualified	2	116.63	0.086%	0.0000	0.10	0.090%	0.0000	0.10	0.00
VIRS	Qualified	1	104.53	0.134%	0.0000	0.14	0.090%	0.0000	0.09	0.05
VIBT	Qualified	4	178.67	0.090%	0.0000	0.16	0.090%	0.0000	0.16	0.00
VIBT	Qualified	1	127.13	0.189%	0.0000	0.24	0.090%	0.0000	0.11	0.13
VINF	Qualified	1	160.00	0.131%	0.0000	0.21	0.090%	0.0000	0.14	0.07
VINF	Qualified	106	6,224.94	0.090%	0.0000	5.60	0.090%	0.0000	5.60	0.00
VINF	Qualified	4	2,160.09	0.130%	0.0000	2.81	0.090%	0.0000	1.94	0.87
VIPP	Qualified	5	570.99	0.130%	0.0000	0.74	0.090%	0.0000	0.51	0.23
VIPP	Qualified	40	3,273.91	0.090%	0.0000	2.95	0.090%	0.0000	2.95	0.00
VIPP	Qualified	4	526.53	0.129%	0.0000	0.68	0.090%	0.0000	0.47	0.21
VISA	Qualified	3	360.92	0.130%	0.0000	0.47	0.090%	0.0000	0.32	0.15
VISA	Qualified	1	127.13	0.189%	0.0000	0.24	0.090%	0.0000	0.11	0.13
VISA	Qualified	31	1,852.26	0.090%	0.0000	1.67	0.090%	0.0000	1.67	0.00
VISA	Qualified	1	44.70	0.134%	0.0000	0.06	0.090%	0.0000	0.04	0.02
VISB	Qualified	26	620.37	0.090%	0.0000	0.56	0.090%	0.0000	0.56	0.00
VISG	Qualified	1	21.46	0.140%	0.0000	0.03	0.090%	0.0000	0.02	0.01
VISG	Qualified	35	1,714.00	0.090%	0.0000	1.54	0.090%	0.0000	1.54	0.00
VISG	Qualified	2	110.50	0.127%	0.0000	0.14	0.090%	0.0000	0.10	0.04
VISP	Qualified	7	603.63	0.129%	0.0000	0.78	0.090%	0.0000	0.54	0.24
VISP	Qualified	183	11,216.73	0.090%	0.0000	10.10	0.090%	0.0000	10.10	0.00
VISP	Qualified	2	108.21	0.129%	0.0000	0.14	0.090%	0.0000	0.10	0.04
MBLS	Qualified	2	198.56	0.091%	0.0000	0.18	0.090%	0.0000	0.18	0.00
MBLS	Qualified	2	18,678.65	0.190%	0.0000	35.49	0.090%	0.0000	16.81	18.68
MC	Qualified	20	1,146.74	0.098%	0.0000	1.12	0.090%	0.0000	1.03	0.09
MCBS	Qualified	19	2,154.22	0.094%	0.0000	2.02	0.090%	0.0000	1.94	0.08
MCBS	Qualified	3	88.11	0.113%	0.0000	0.10	0.090%	0.0000	0.08	0.02
MCBS	Qualified	9	2,373.97	0.090%	0.0000	2.14	0.090%	0.0000	2.14	0.00
MCBS	Qualified	1	5,276.85	0.130%	0.0000	6.86	0.090%	0.0000	4.75	2.11
MCBS	Qualified	2	101.70	0.187%	0.0000	0.19	0.090%	0.0000	0.09	0.10
MCBS	Qualified	4	273.79	0.113%	0.0000	0.31	0.090%	0.0000	0.25	0.06
MCBS	Qualified	3	278.45	0.190%	0.0000	0.53	0.090%	0.0000	0.25	0.28
MCCEB	Qualified	2	110.70	0.090%	0.0000	0.10	0.090%	0.0000	0.10	0.00
MCCEB	Qualified	2	54.10	0.092%	0.0000	0.05	0.090%	0.0000	0.05	0.00
MCCEB	Qualified	1	355.95	0.191%	0.0000	0.68	0.090%	0.0000	0.32	0.36
MCCEC	Qualified	41	2,543.48	0.096%	0.0000	2.43	0.090%	0.0000	2.29	0.14
MCHV	Qualified	1	13.21	0.076%	0.0000	0.01	0.090%	0.0000	0.01	0.00
MCHV	Qualified	22	2,674.31	0.092%	0.0000	2.45	0.090%	0.0000	2.41	0.04
MCPP	Qualified	1	17.93	0.112%	0.0000	0.02	0.090%	0.0000	0.02	0.00
MCPP	Qualified	45	3,685.73	0.107%	0.0000	3.93	0.090%	0.0000	3.32	0.61
MCWC	Qualified	1	7.05	0.142%	0.0000	0.01	0.090%	0.0000	0.01	0.00
MCWC	Qualified	29	1,435.48	0.092%	0.0000	1.32	0.090%	0.0000	1.29	0.03
MDBT	Qualified	7	95.03	0.105%	0.0000	0.10	0.090%	0.0000	0.09	0.01
MDBT	Qualified	894	59,640.92	0.095%	0.0000	56.64	0.090%	0.0000	53.68	2.96
MDBT	Qualified	10	513.35	0.191%	0.0000	0.98	0.090%	0.0000	0.46	0.52
MDBT	Qualified	483	31,937.14	0.095%	0.0000	30.31	0.090%	0.0000	28.74	1.57
MWEL	Qualified	4	46.13	0.087%	0.0000	0.04	0.090%	0.0000	0.04	0.00
MWEL	Qualified	1	152.55	0.190%	0.0000	0.29	0.090%	0.0000	0.14	0.15
MWEL	Qualified	96	5,753.85	0.092%	0.0000	5.29	0.090%	0.0000	5.18	0.11
MWEL	Qualified	1	1.75	0.000%	0.0000	0.00	0.090%	0.0000	0.00	0.00
Fee	GP Fee - Risk Assessment Fee	3601	268,648.45	0.228%	0.1411	1122.12	0.050%	0.0500	314.37	807.75
Fee	Settlement Funding Fee	3601	268,648.45	0.083%	0.0784	506.70	0.050%	0.0500	314.37	192.33
Statement Totals		3601	268,648.45			6,361.12			5,324.25	

TOTAL POTENTIAL MONTHLY SAVINGS \$1,036.87
POTENTIAL YEARLY SAVINGS \$12,442.42
PERCENTAGE SAVINGS 16%

This is a summary of proposed rate and fee changes



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-39 A Resolution of the City Council Awarding the Bid for Waterline Borings at Hankins Farm Industrial Park Subdivision to On-Side Construction LLC.

Submitted By: Garrett Brickner, Engineering Manager

Date: July 26 ,2022

Issue Statement

To award the above stated bid to On-Side Construction LLC.

Discussion and/or Analysis

The City requested bids for Installation and furnishing of borings and casings for waterline at Hankins Farm Industrial Park subdivision in accordance with the developer's agreement previously approved by the City Council. The City will manage and pay the contractor for this work and furnishing of casing materials. The City will be reimbursed from the developer in accordance with the Developers agreement for all non-city labor and materials.

The City received 2 bids, the lowest of which was from On-Side Construction LLC., in the amount of \$97,953.00. This is consistent with the estimated cost of the improvements and the BUILDS Department has adequate funds for the project. The BUILDS department is requesting authority for an additional 10% of the estimated cost to cover any unforeseen overages or field changes, bringing the total not to exceed amount to \$110,000.00.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR WATERLINE BORINGS AT HANKINS FARM INDUSTRIAL PARK SUBDIVISION TO ON-SIDE CONSTRUCTION LLC

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City solicited sealed bids for installation and furnishing of borings and casings for waterline at Hankins Farm Industrial Park subdivision (“Project”) in accordance with the developer’s agreement previously approved by Council; and

WHEREAS, the City received two bids, the lowest of which was submitted by On-Side Construction LLC, for a total estimated cost of \$97,953; and

WHEREAS, the BUILDS Department has adequate funds for the Project; and

WHEREAS, based on presentation and recommendations of City staff, the Council finds that On-Side Construction LLC is the most qualified bidder at the lowest cost to the City; and thus, On-Site Construction LLC will be awarded the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** The submitted bid from On-Side Construction LLC, attached hereto as “Attachment 1” and expressly incorporated herein, is accepted for the Project at a total cost up to \$110,000; any costs owed by the City on the Project exceeding the total of \$110,000 must be separately considered and approved by the Council.
- Section 2:** The City Administrator, and/or his designee, is authorized to take the necessary steps to execute this Resolution.
- Section 3:** The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 4:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney


Final Passage and Vote:

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid</p>	<p align="center">Borings for Waterline at Hankins Industrial Park, Republic 63 LLC. 2561 State Highway MM</p> <ul style="list-style-type: none"> • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All Work to be completed <u>60 days</u> after notice to proceed (estimated notice to proceed date 7/27/22). If this cannot be met, please specify completion date anticipated. <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p align="center">\$ <u>111,693.00</u></p> <p align="right">Completion date: <u>9 / 23 / 2022</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Borings for Waterline at Hankins Industrial Park, Republic 63 LLC. 2561 State Highway MM</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Hamilton and Dad, Inc</p> <hr/> <p>Address: 9240 West Moon Shadow Lane Springfield MO, 65802</p> <hr/> <p>Signature: </p> <hr/> <p>Name and Title: Jerry Hamilton Vice President</p> <hr/>
<p>Telephone: <u>417 732 8796</u></p> <p>Cellular: <u>417 844 1025</u></p> <p>Facsimile: _____</p> <p>E-mail: <u>Jerry@hamiltonanddad.com</u></p>	<p>Dated: <u>7/11/2022</u></p> <p>Bidder's Federal ID Number: <u>75-3071342</u></p>

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

____ We **DO NOT** take exception to the IFB Documents/Requirements.

X We **TAKE** exception to the IFB Documents/Requirements as follows:

If solid rock is encountered in any portion of the individual bores the price for that bore will increase by \$125.00 Per LF.

We have some cheaper options

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Hamilton and Dad, Inc

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address 9240 West Moon Shadow Lane
Springfield, MO 65802

Addendum No. _____

Addendum No. _____

Telephone Number 417 732 8796

Addendum No. _____

Fax Number Same

Addendum No. _____

Date 7/11/2022

Email Jerry@hamiltonanddad.com

Federal Tax ID No. 75-3071342

DBE Vendor (Yes/No): _____ Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

Bid Date: 7/11/2022

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Hamilton & Dad Inc

9240 W. Moonshadow Lane, Springfield MO 65802

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Republic

(Here insert full name and address or legal title of Owner)

213 N. Main Avenue, Republic MO 65738

as Obligee, hereinafter called the Obligee, in the sum of 10% of Amount Bid

Dollars (N/A), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 61 feet of 10 inch water and 124 feet of 12 inch water bore

(Here insert full name and address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of July, 2022.

Signature of Greg Habina and Hamilton & Dad Inc (Principal) with seal.

Signature of Kellie Sansom and RLI Insurance Company (Surety) with seal. Kellie Sansom Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of May, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of July, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick Corporate Secretary



**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, State of MO, personally appeared Jerry Hamilton (Name) who is Vice President (Title) of Hamilton and Dad, Inc (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.



Signature

Jerry Hamilton

Printed Name

Subscribed and sworn to before me this 11 day of July, 2022.



Notary Public

My commission expires: Nov. 30, 2022



GREGORY C HACKMAN
My Commission Expires
November 30, 2022
Greene County
Commission #14631763



City of Republic - Invitation for Bid

**Borings for Waterline at Hankins Industrial Park, Republic 63 LLC.
2561 State Highway MM**

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:15 P.M. on Monday, July 11, 2022 Bids will be opened by the City at same time and location.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **Tuesday July 26, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION:

Bore and Casing Installation at (4) Locations

(2) borings for waterline across Sawyer Rd. and (2) across a blue line stream. Casing installation at each location, City to install waterline. See construction plans stamped 6/10/2022 for details. Bore(s) for Sewer line is not part of this bid and shall be advertised as part of sewer installation bid.

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
BUILDS Department, City of Republic
gbrickner@republicmo.com
(417) 732-3405

Important Notice Regarding Competitive Bidding:

It is the City’s intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in th

elimination of all but one source from which a responsive and responsible Bid may be submitted, restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

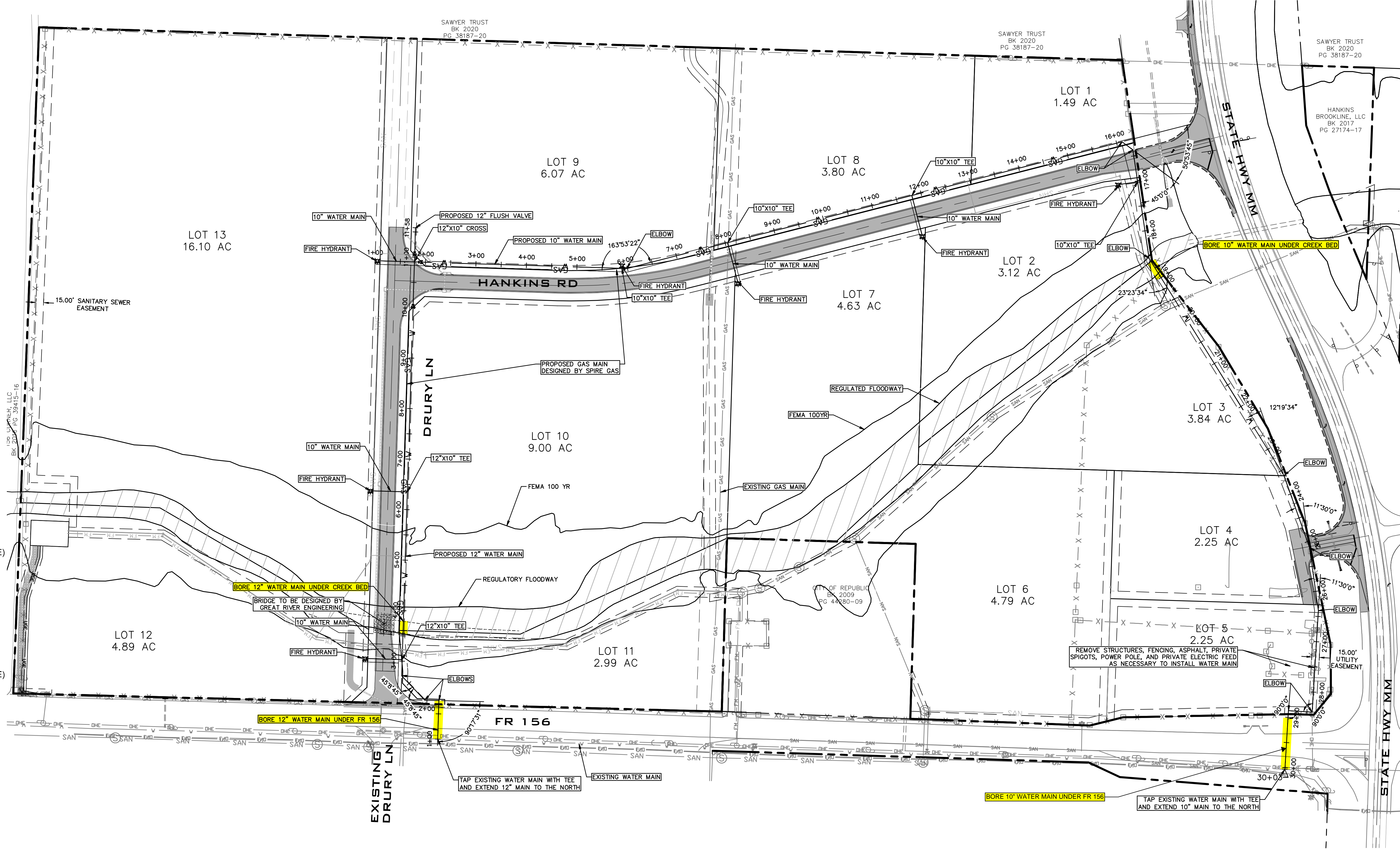
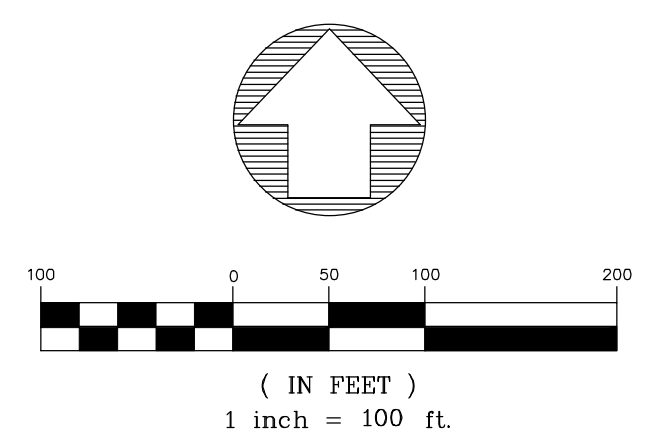
GENERAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- THE CONTRACTOR WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES.
- THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION, TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.
- ALL COMPACTED OR BACKFILLED AREAS SHALL MEET 95% STANDARD PROCTOR DENSITY. ANY SOILS IN EXCAVATED SOFT OR WET AREAS THAT DO NOT MEET 95% STANDARD PROCTOR DENSITY SHALL BE REMOVED, RECOMPACTED, AND RETESTED.
- THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CONTRACTOR IS REQUIRED TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.
- CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
- CONTRACTOR IS REQUIRED TO KEEP THE ROCK, MUD AND DIRT OFF OF ALL ROADWAYS DURING CONSTRUCTION.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF REPUBLIC GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, CITY OF REPUBLIC STANDARD DRAWING DETAILS, AND CITY OF REPUBLIC DESIGN STANDARDS.

APPROXIMATE QUANTITIES:

1080	LF	12" SDR 21 CLASS 200 WATER LINE
124	LF	BORE (12")
3	EA	12" ELBOW (SEE PLANS FOR ANGLE)
1	EA	12"x12" TAPPING TEE
2	EA	12"x10" TEE
1	EA	12" FLUSH VALVE
1	EA	12"x10" CROSS
2	EA	12" WATER SHUT OFF VALVE
3,259	LF	10" SDR 21 CLASS 200 WATER LINE
61	LF	BORE (10")
1	EA	10" x 12" TEE TAPPING TEE
4	EA	10" x 10" TEE
9	EA	10" ELBOW (SEE PLANS FOR ANGLE)
8	EA	10" WATER SHUT OFF VALVE
7	EA	FIRE HYDRANT ASSEMBLY (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)

COVER SHEET
PROPOSED WATER MAIN



REVISIONS:

NO.	DATE	BY	DESCRIPTION

SCALE: 1" = 100'

FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

WATER MAIN COVER SHEET

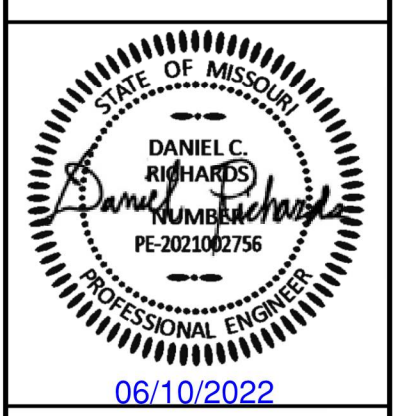
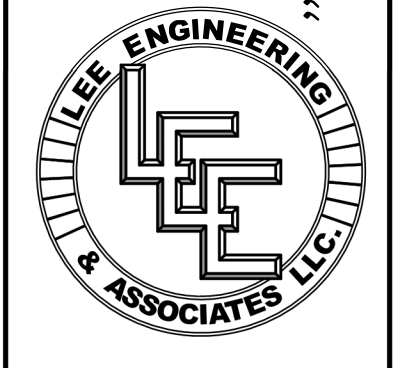
DRURY LANE EXTENSION

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

Missouri State Certificate of Authority
Engineering #2005015604
Land Surveying #2009028050

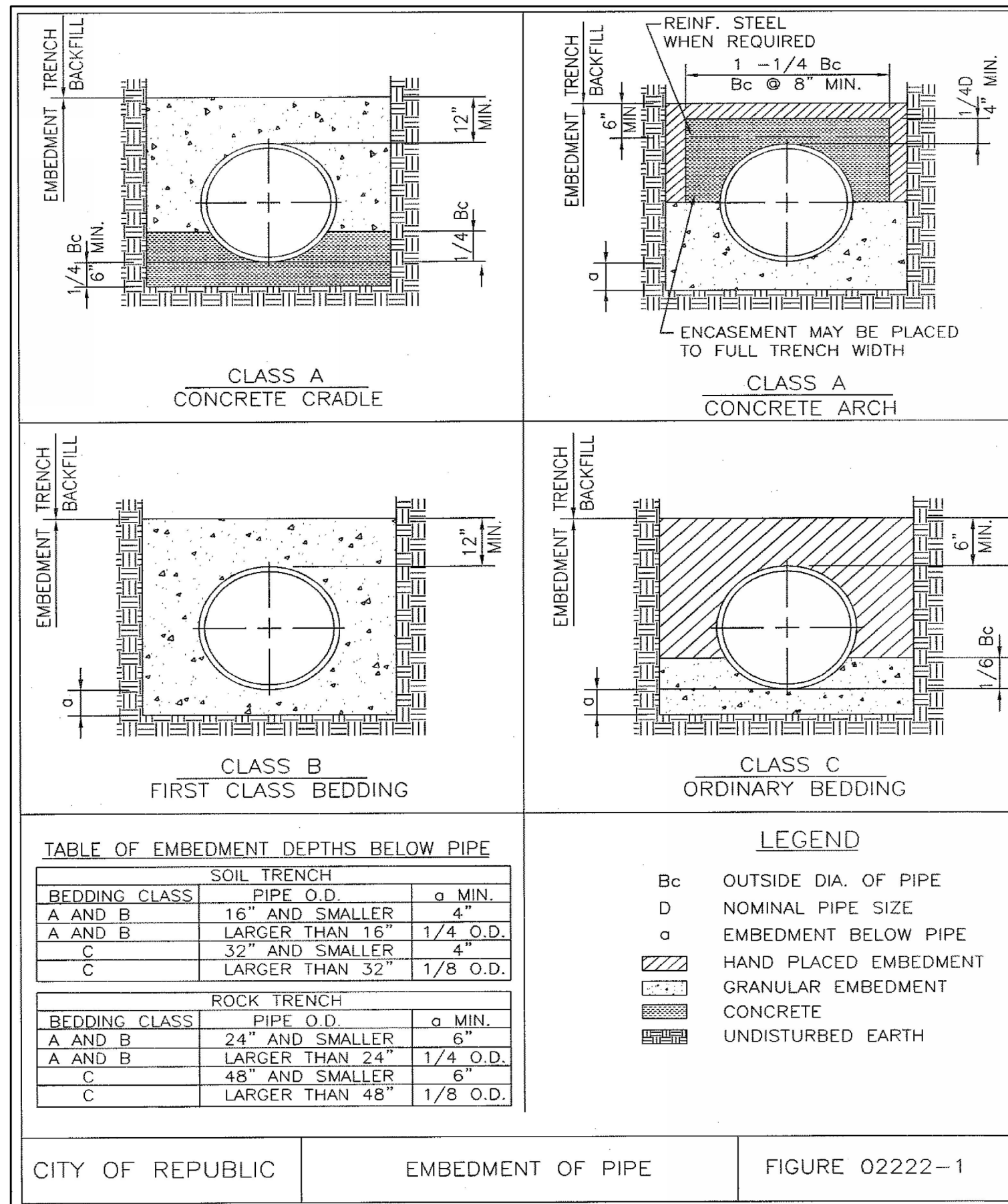
LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz

"Engineering with Integrity"

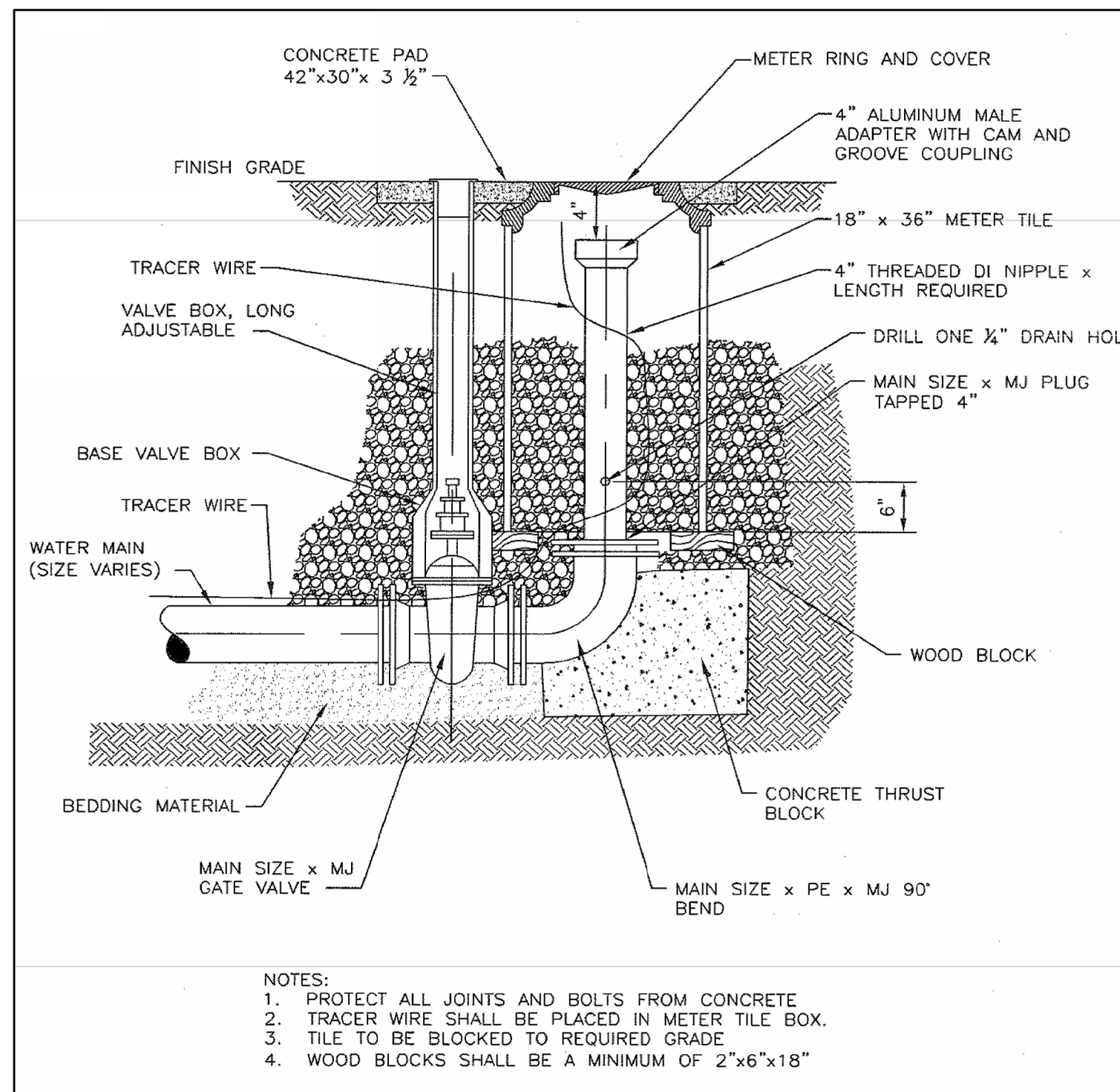


DATE: 2022-06-10
SHEET: WT-1
PROJECT: 2017
FILE: Drury Lane Water.dwg

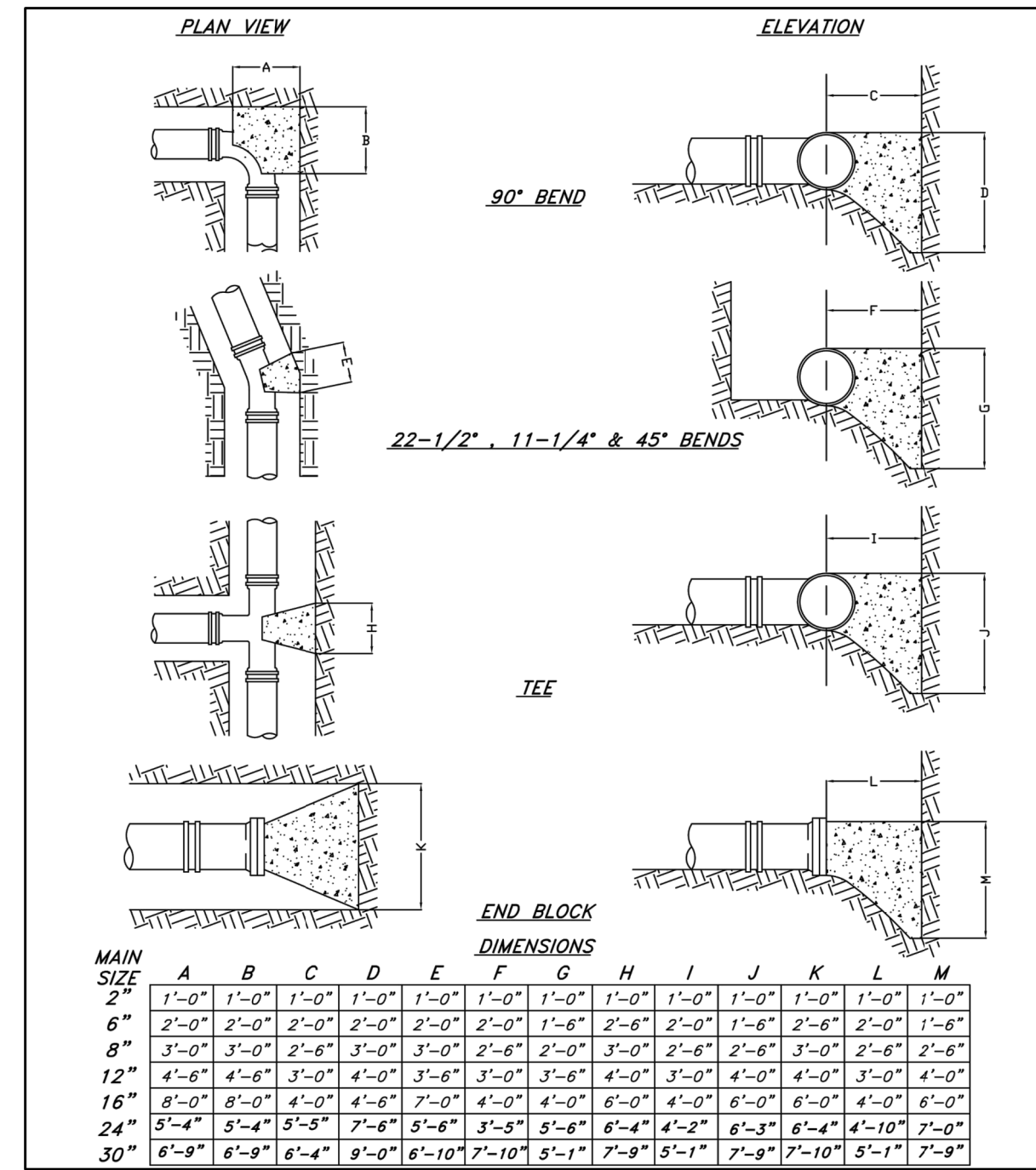




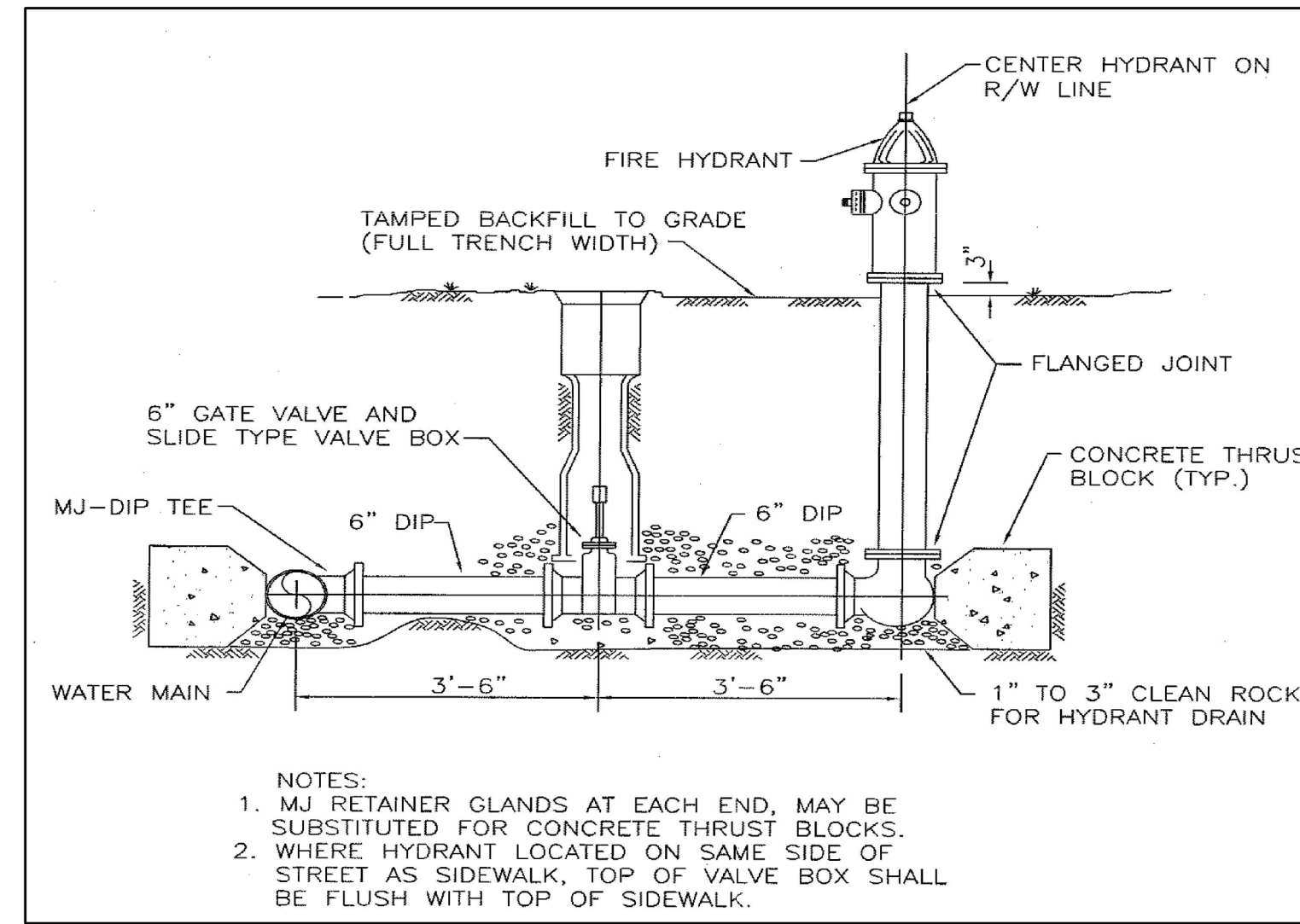
PIPE EMBEDMENT DETAIL
NOT TO SCALE



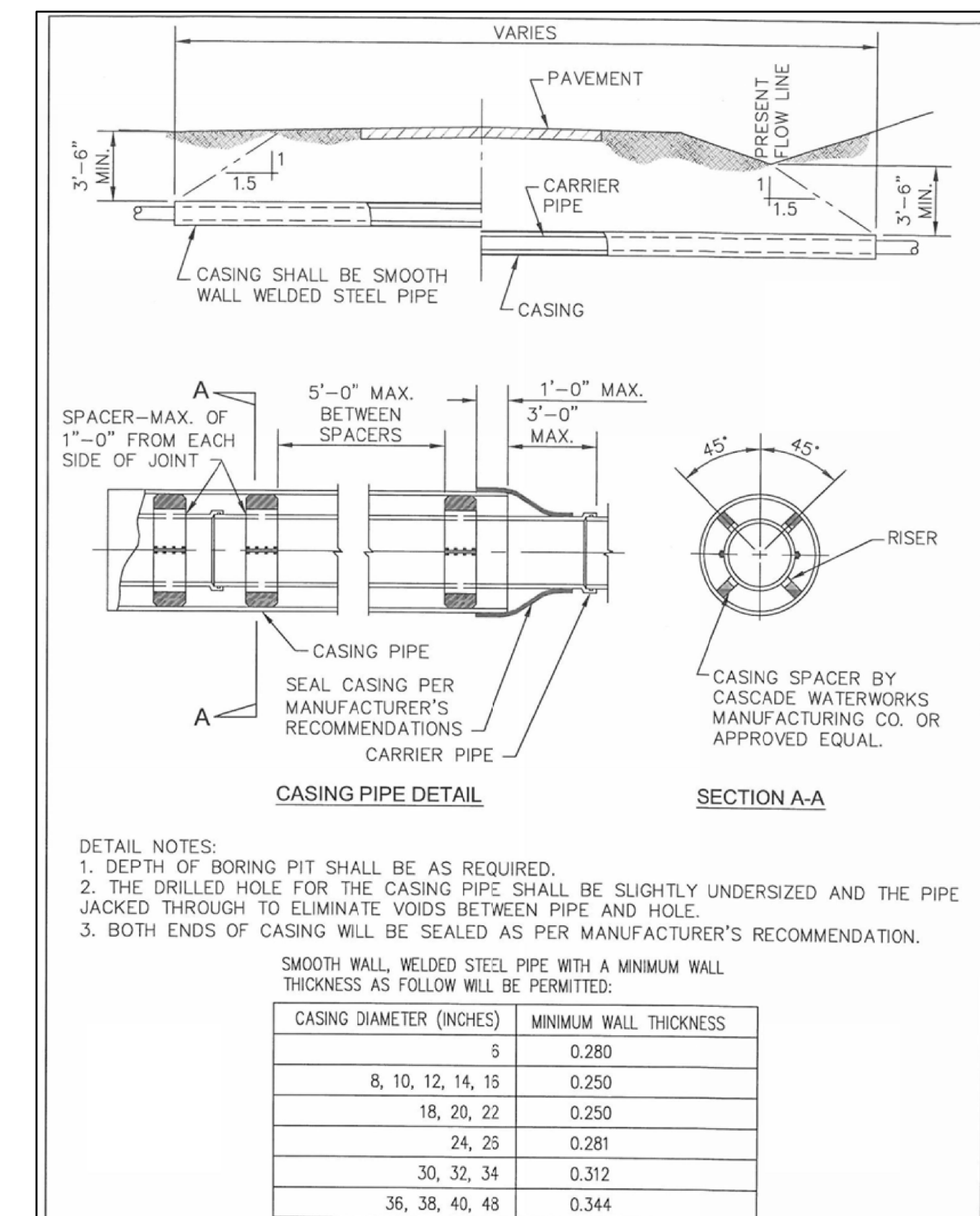
FLUSH VALVE ASSEMBLY
NOT TO SCALE



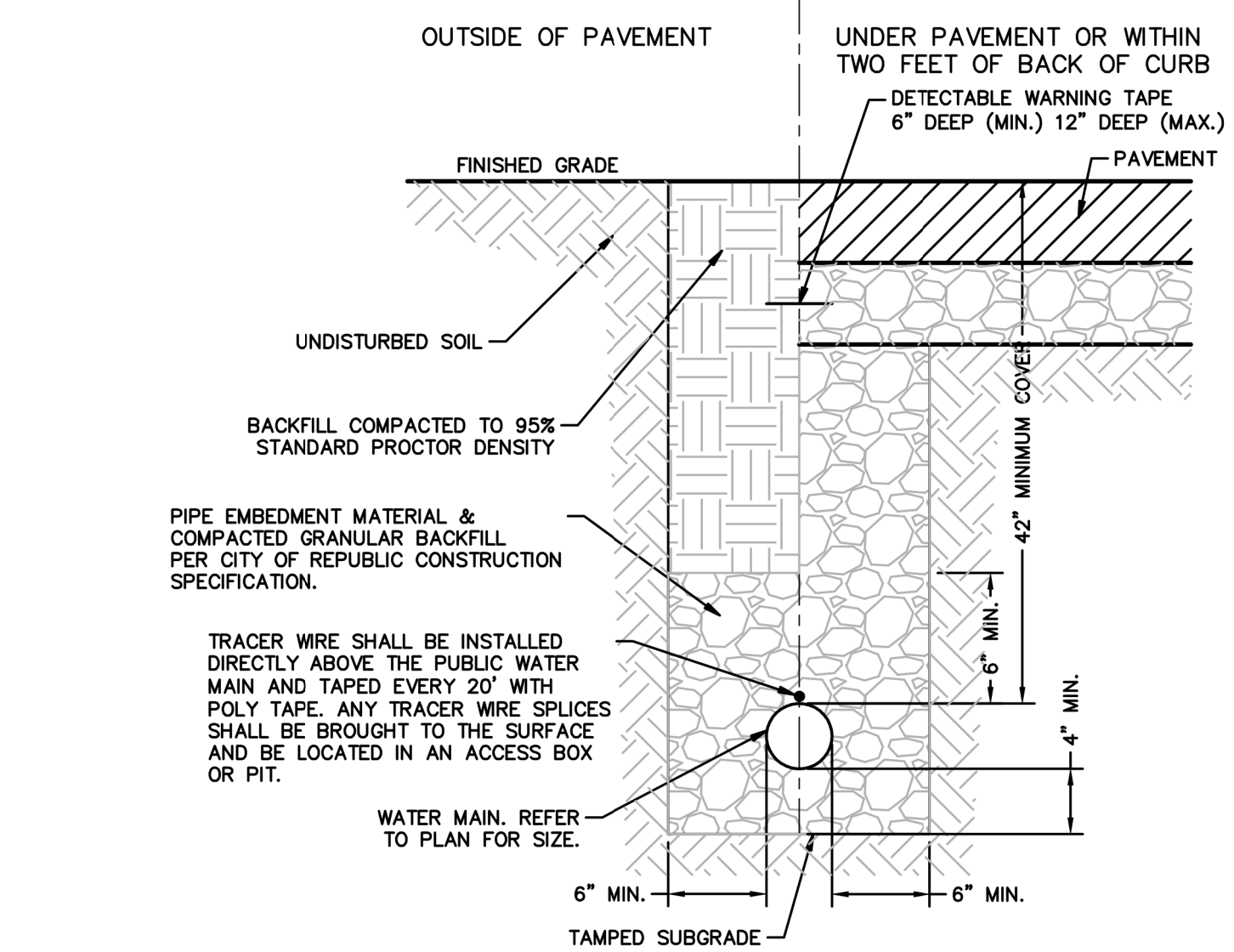
THRUST BLOCK DETAIL
NOT TO SCALE



FIRE HYDRANT ASSEMBLY
NOT TO SCALE



BORE ENCASEMENT
NOT TO SCALE



TYPICAL WATER MAIN TRENCH DETAIL
NOT TO SCALE

WATER MAIN DETAILS

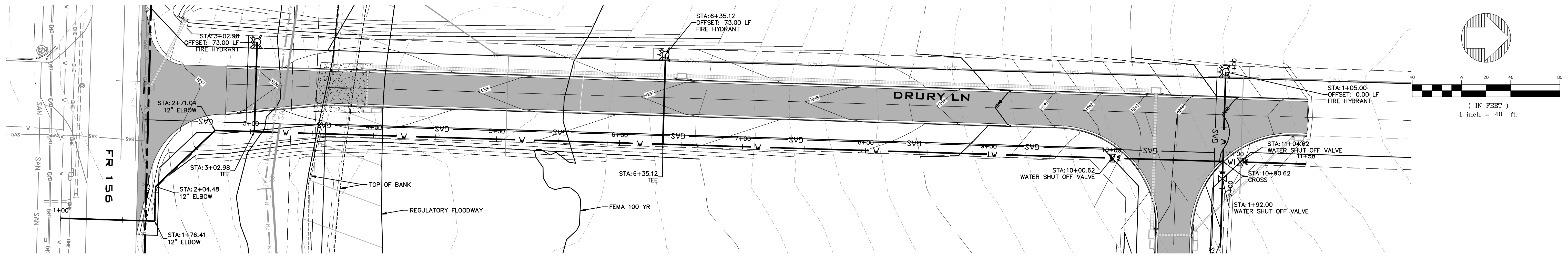
DRURY LANE EXTENSION

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

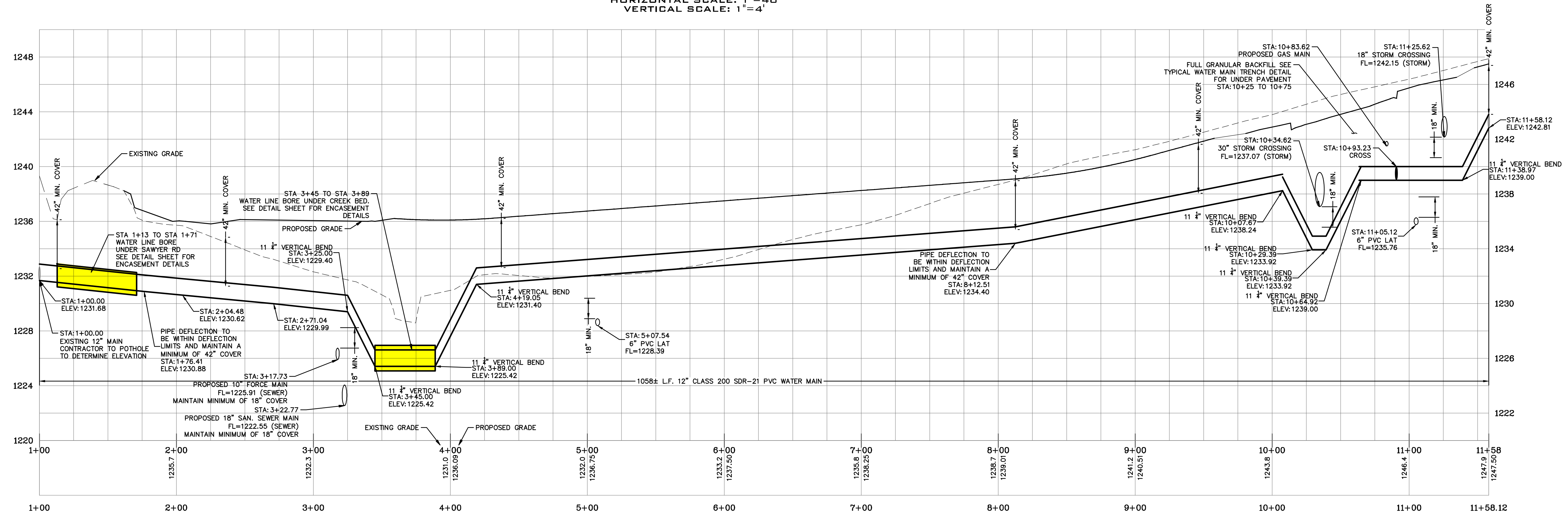
LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

Missouri State Certificate of Authority
Engineering #2035015504
Land Surveying #2009028050

DATE: 2022-06-10
SHEET: WT-2
PROJECT: 2017
FILE: Drury Lane Water.dwg



**12" WATER MAIN
PLAN AND PROFILE**
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'

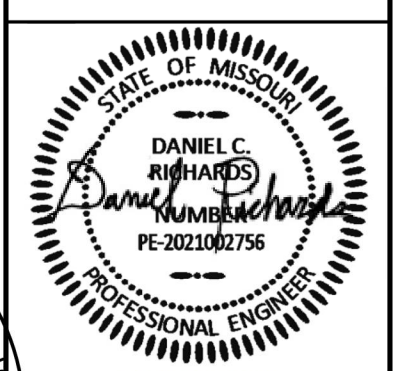
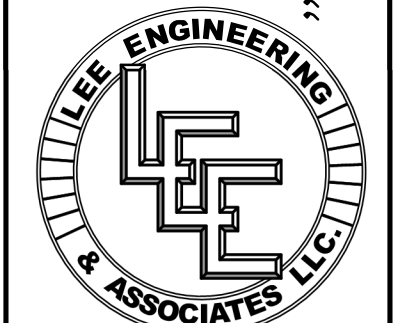


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REVISIONS:	
SCALE: 1" = 40'	
FIELD BY: TS, JS	
DRAWN BY: DCR	
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12" WATER MAIN PLAN AND PROFILE
DRURY LANE EXTENSION
HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

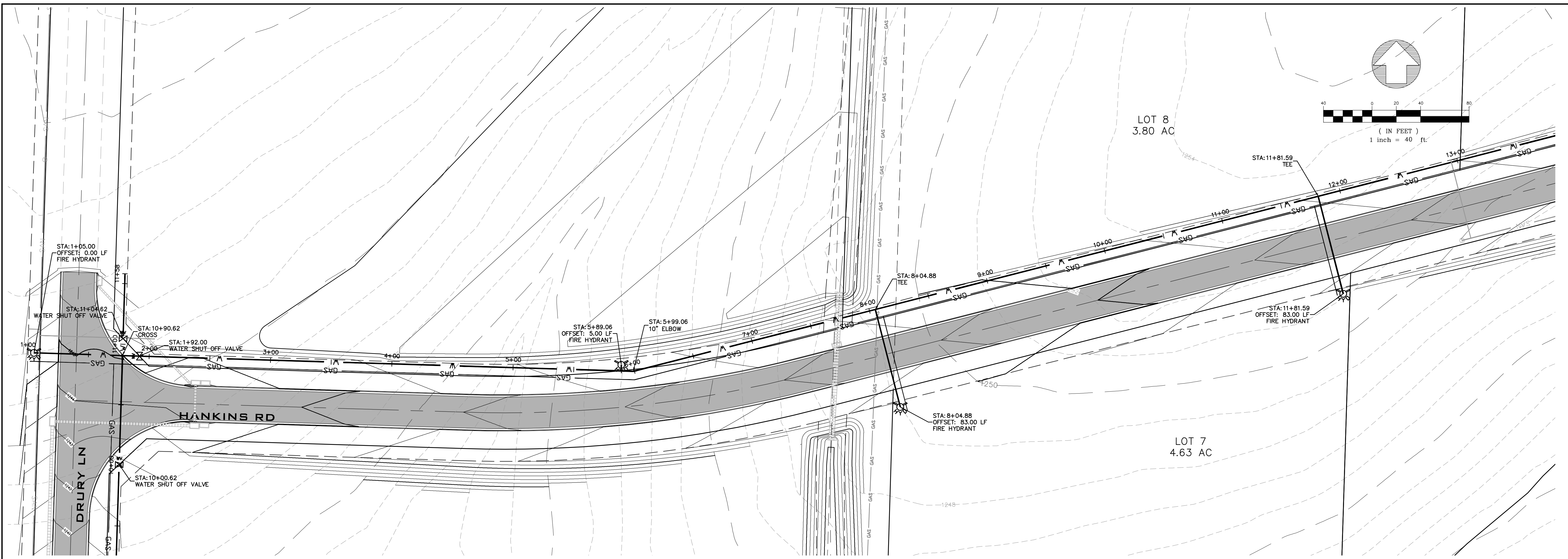
Missouri State Certificate of Authority
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Land Surveying #2009028050

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DATE: 2022-06-10
SHEET: WT-3
PROJECT: 2017
FILE: Drury Lane Water.dwg





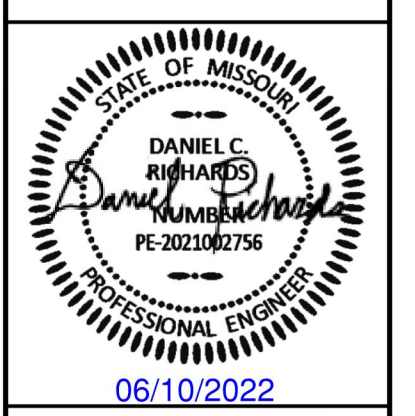
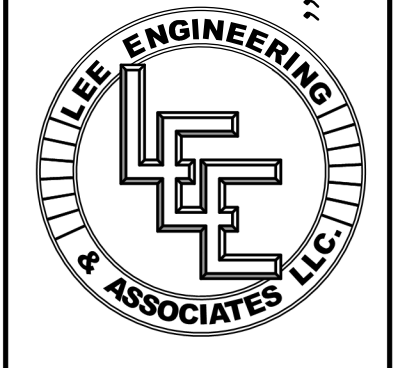
REVISIONS:

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BY:	
SCALE: 1" = 40'	
FIELD BY: TS, JS	
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10" WATER MAIN PLAN AND PROFILE
DRURY LANE EXTENSION
 HANKINS FARM
 2561 S STATE HWY MM
 REPUBLIC, MO

Missouri State Certificate of Authority
 Engineering #2030515504
 Land Surveying #2009028050

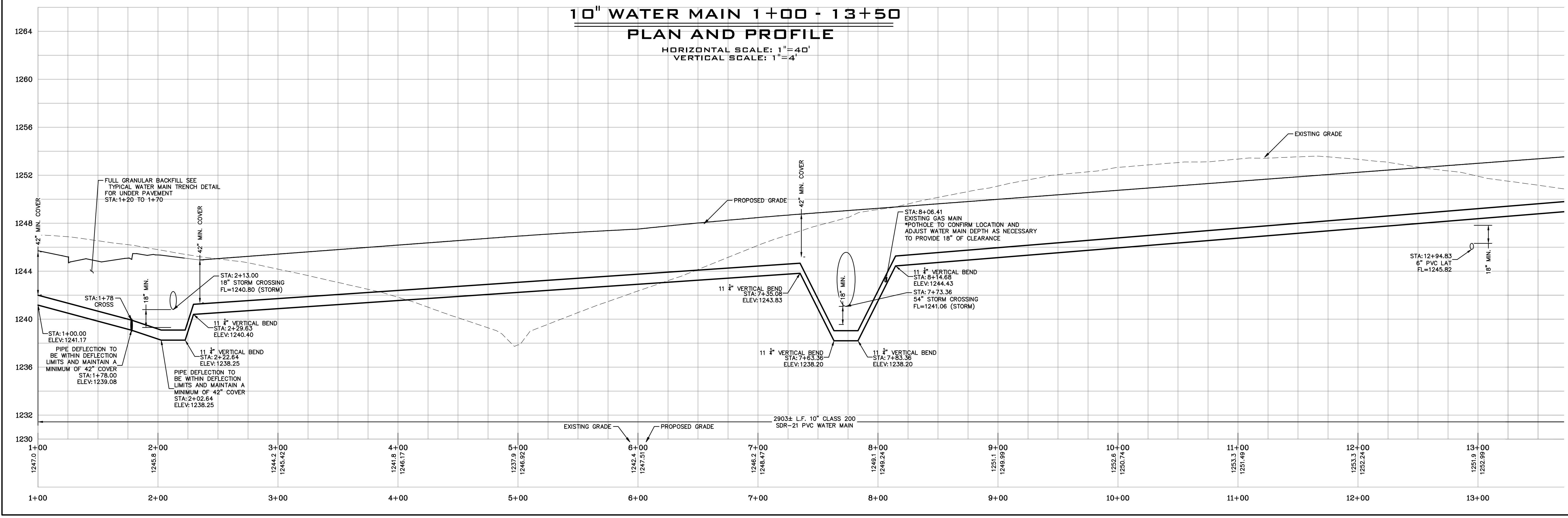
LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
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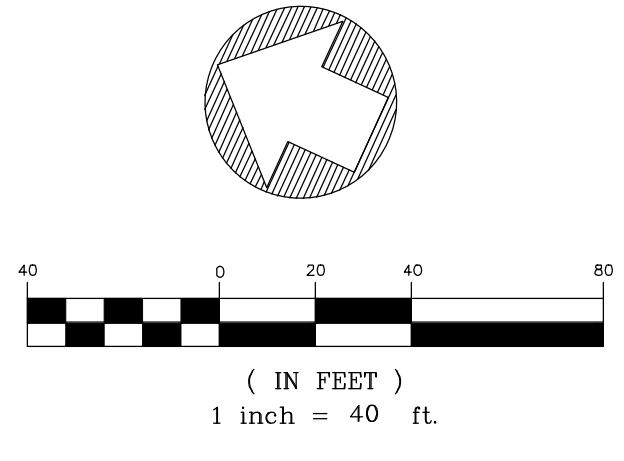


DATE: 2022-06-10
 SHEET: WT-4
 PROJECT: 2017
 FILE: Drury Lane Water.dwg

10" WATER MAIN 1+00 - 13+50
PLAN AND PROFILE

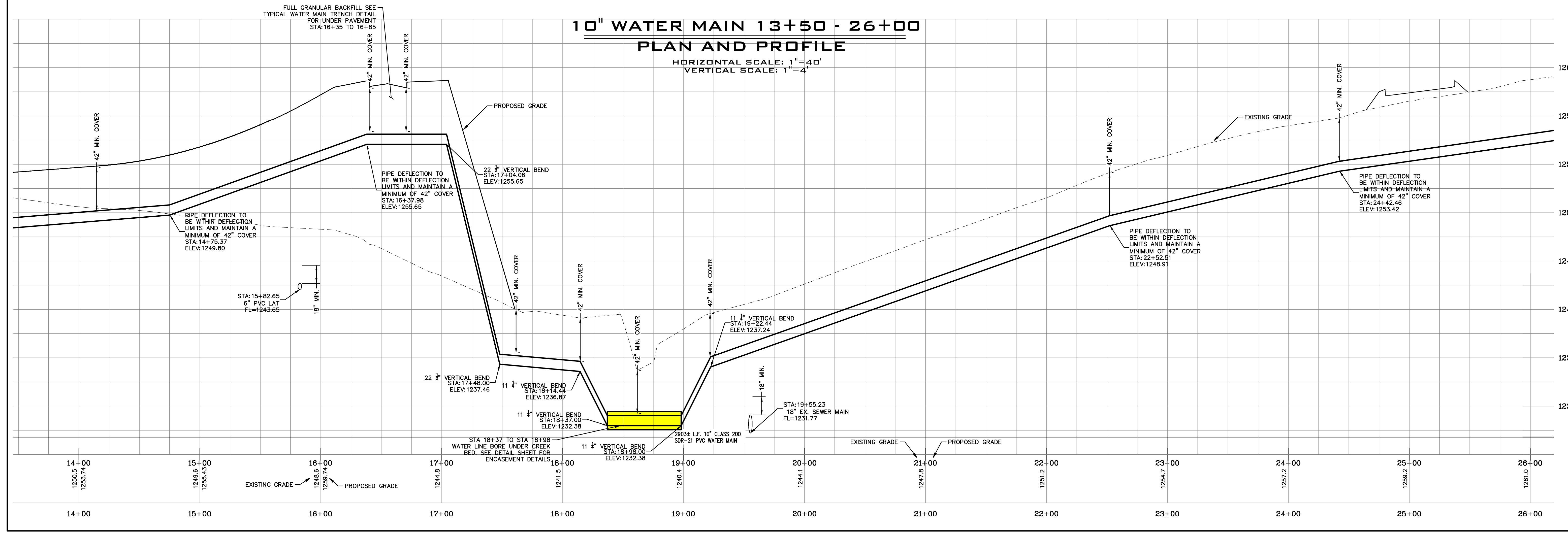
HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'





10" WATER MAIN 13+50 - 26+00
PLAN AND PROFILE

HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'



REVISIONS:

DATE:	
BY:	

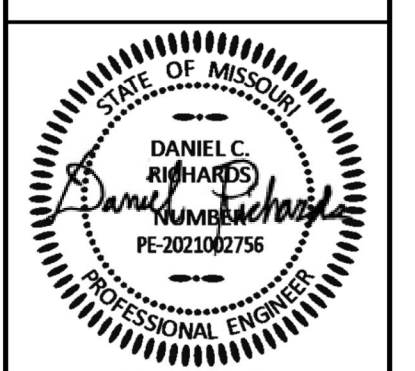
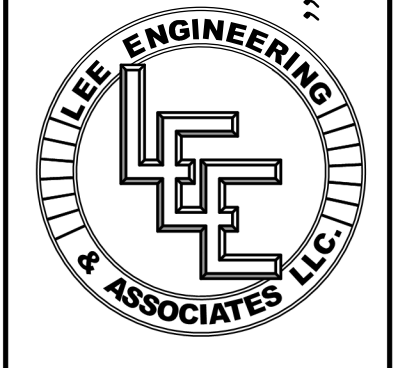
SCALE: 1" = 40'

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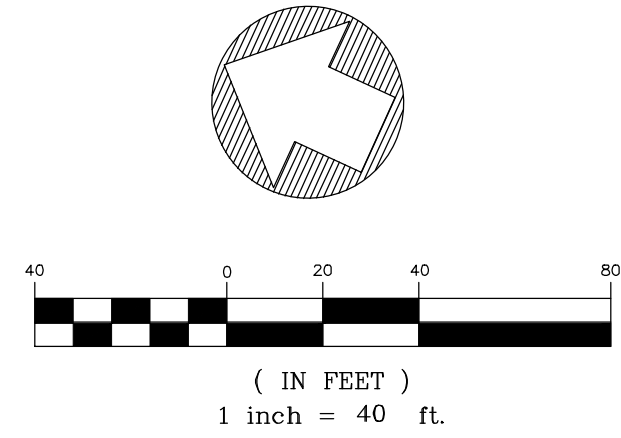
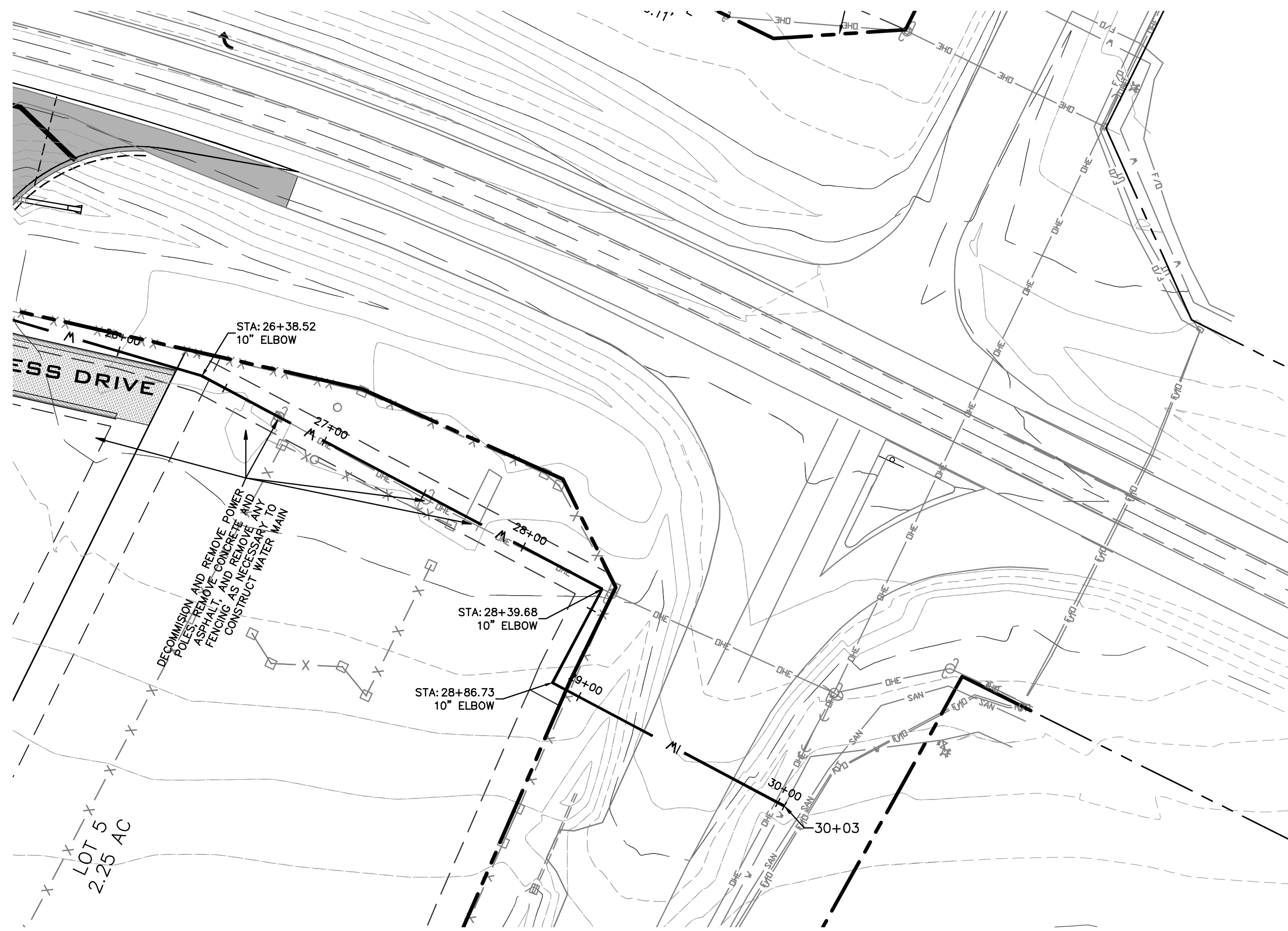
10" WATER MAIN PLAN AND PROFILE
DRURY LANE EXTENSION
 HANKINS FARM
 2561 S STATE HWY MM
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Missouri State Certificate of Authority
 Engineering #2005015504
 Land Surveying #2009028050

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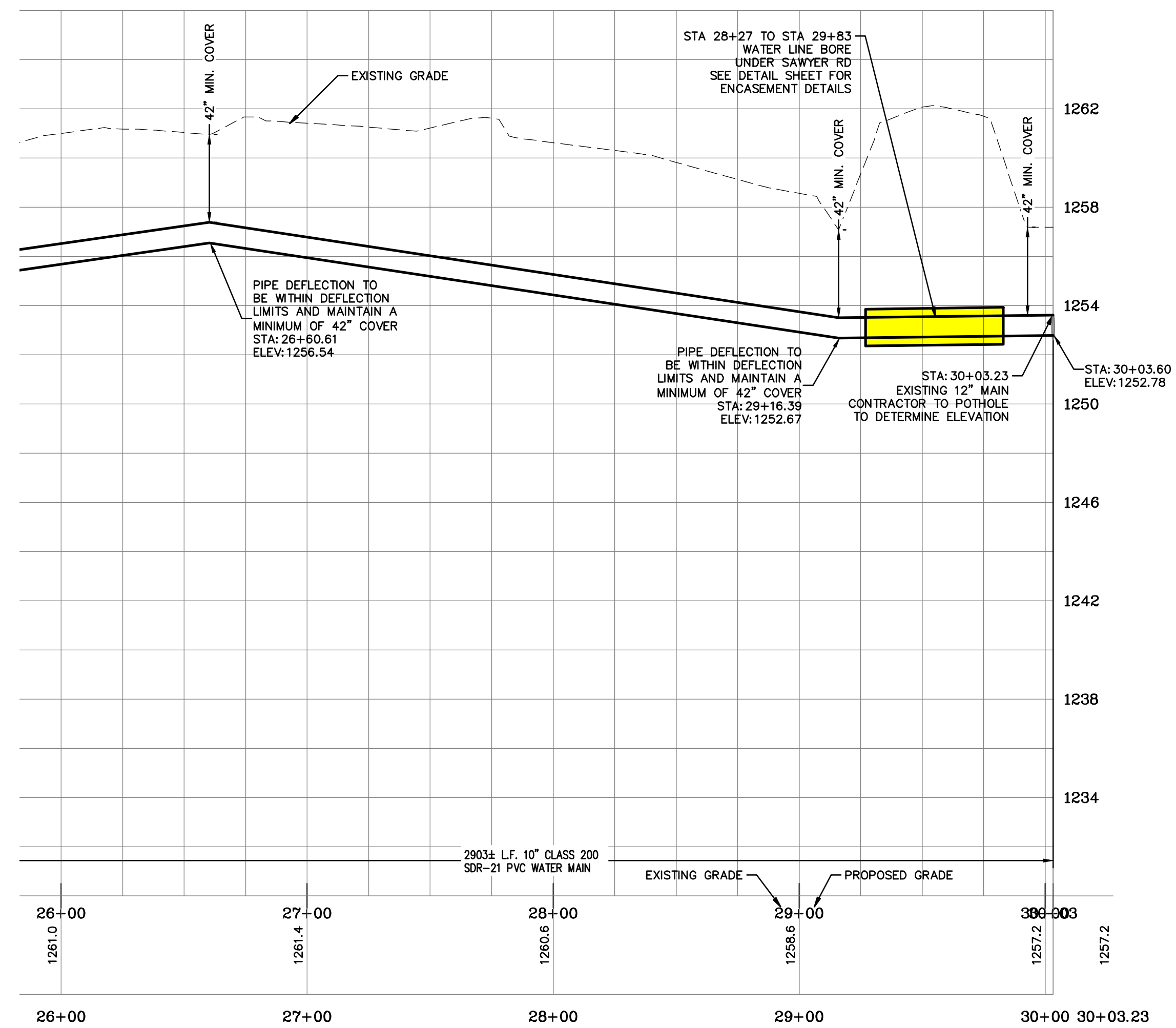


DATE: 2022-06-10
 SHEET: WT-5
 PROJECT: 2017
 FILE: Drury Lane Water.dwg



**10" WATER MAIN 26+00 - 30+03
PLAN AND PROFILE**

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'



REVISIONS:	DATE:	BY:

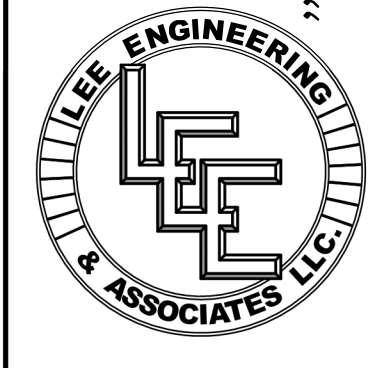
SCALE: 1" = 40'
FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

**10" WATER MAIN PLAN AND PROFILE
DRURY LANE EXTENSION**

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

Missouri State Certificate of Authority
Engineering #2035015504
Land Surveying #2009028050

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"Engineering with Integrity"



DATE: 2022-06-10
SHEET: WT-6
PROJECT: 2017
FILE: Drury Lane Water.dwg

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 3:15 P.M. on Monday, July 11, 2022. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.
- Sealed and Marked:** If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**
- City of Republic**
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738
03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responses to Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.

- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
- b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the C

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words "no Bid" in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder's location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City's determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance.

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
 - a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the constructio

safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City’s return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
45. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid</p>	<p align="center">Borings for Waterline at Hankins Industrial Park, Republic 63 LLC. 2561 State Highway MM</p> <ul style="list-style-type: none"> • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All Work to be completed <u>60 days</u> after notice to proceed (estimated notice to proceed date 7/27/22). If this cannot be met, please specify completion date anticipated. <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>\$ _____</p> <p>Completion date: ____ / ____ / ____</p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Borings for Waterline at Hankins Industrial Park, Republic 63 LLC. 2561 State Highway MM</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p> <hr/> <p>Address:</p> <p>_____</p> <p>_____</p> <hr/> <p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>	<p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,
and Section 292.675 RSMo., effective August 28, 2009

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, “[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530 RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530 RSMo. applies if the services portion of the solicitation is over \$5,000.

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

____ We **DO NOT** take exception to the IFB Documents/Requirements.

____ We **TAKE** exception to the IFB Documents/Requirements as follows:

_____.

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990 Letter Effective Date:
Contract Date: Certificate Expiration Date:
Contract #: Revised Expiration Date:
Project Description: Borings for Waterline at Hankins Industrial Park, Republic 63 LLC.
Project Location: 2561 State Highway MM
Project Completion Date: N/A
Auth. Signature:
Date:

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name:
Address:
City/State/Zip:

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

REPUBLIC MISSOURI GROWING TOGETHER

CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

EFFECTIVE 1/1/2009

STATE OF Missouri)
COUNTY OF Christian) ss.

Before me, the undersigned Notary Public, in and for the County of Christian, State of Missouri, personally appeared Mark Anderson (Name) who is Owner (Title) of On Side Construction (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature
Printed Name

Subscribed and sworn to before me this 11 day of July, 2022.

My commission expires: 2/24/2025

Notary Public
CHRISTINA CERVI
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires: Feb. 24, 2025
Commission #21068454

Christina Cervi

Company ID Number: 1812545

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	On-Side Construction
Company Facility Address	2016 N. Michael In Nixa, MO 65714
Company Alternate Address	PO Box 2125 Nixa, MO 65714
County or Parish	CHRISTIAN
Employer Identification Number	900534854
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 1812545


Approved by:

Employer On-Side Construction	
Name (Please Type or Print) Mark Anderson	Title <i>pres.</i>
Signature Electronically Signed	Date 03/22/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/22/2022

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid</p>	<p align="center">Borings for Waterline at Hankins Industrial Park, Republic 63 LLC. 2561 State Highway MM</p> <ul style="list-style-type: none"> • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • All Work to be completed <u>60 days</u> after notice to proceed (estimated notice to proceed date 7/27/22). If this cannot be met, please specify completion date anticipated. <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p align="center"><u>309' @ \$317/ft</u></p> <p align="center"><i>Ninety seven thousand nine hundred fifty three.</i></p> <p align="center">\$ <u>97,953.00</u></p> <p align="center">Completion date: <u> / / </u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Borings for Waterline at Hankins Industrial Park, Republic 63 LLC. 2561 State Highway MM</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: <u>On-Side Construction LLC</u></p> <hr/> <p>Address: <u>2016 N. Michael Ln</u> <u>PO Box 2125</u> <u>Nixa, MO 65714</u></p> <hr/> <p>Signature: </p> <hr/> <p>Name and Title: <u>Mark Anderson</u> <u>pres.</u></p>
<p>Telephone: <u>417-725-3925</u></p> <p>Cellular: <u>417-848-2733</u></p> <p>Facsimile: <u>417-724-2734</u></p> <p>E-mail: <u>mark@onsideconstruction.com</u></p>	<p>Dated: <u>7/11/22</u></p> <p>Bidder's Federal ID Number: <u>90-0534854</u></p>

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,
and Section 292.675 RSMo., effective August 28, 2009

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, “[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530 RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530 RSMo. applies if the services portion of the solicitation is over \$5,000.

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

We **DO NOT** take exception to the IFB Documents/Requirements.

We **TAKE** exception to the IFB Documents/Requirements as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name On-Side Construction LLC

By [Signature]
(Authorized Person's Signature)

Company Address 2016 N. Michael Ln
Po Box 2125
Nixa, Mo 65714

Telephone Number 417-725-3925

Fax Number 417-724-2734

Date 7.11.22

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. Corrected IFB

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email mark@onsideconstruction.com

Federal Tax ID No. 90-0534854

DBE Vendor (Yes/No): ✓ Minority Owned: ✓
Women Owned: ✓
Veteran Owned: ✓

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page


AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

On-Side Construction, LLC

PO Box 2125
Nixa, MO 65714-2125**OWNER:***(Name, legal status and address)*City of Republic
213 N Main Ave
Republic, MO 65738-1472**SURETY:***(Name, legal status and principal place of business)*West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Ten Percent of the Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Drury Lane Extension/ Hankins Industrial Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(1496601206)

1

Signed and sealed this 11 day of July, 2022

On-Side Construction, LLC
(Contractor as Principal) (Seal)

[Handwritten Signature]

(Title)

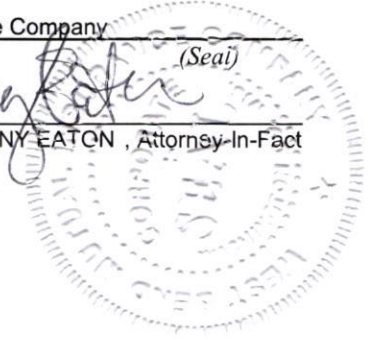
(Witness)

West Bend Mutual Insurance Company
(Surety) (Seal)

[Handwritten Signature]

(Title) BETHANY EATON, Attorney-In-Fact

(Witness)



Init.

User Notes:



THE SILVER LINING®

Bond No. 2523649

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BETHANY EATON

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart Christopher C. Zwygart Secretary



Kevin A. Steiner Chief Executive Officer/President

State of Wisconsin County of Washington

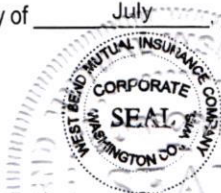
On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11th day of July 2022.



Heather Dunn Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



City of Republic - Invitation for Bid

**Borings for Waterline at Hankins Industrial Park, Republic 63 LLC.
2561 State Highway MM**

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:15 P.M. on Monday, July 11, 2022 Bids will be opened by the City at same time and location.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **Tuesday July 26, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION:

Bore and Casing Installation at (4) Locations

(2) borings for waterline across Sawyer Rd. and (2) across a blue line stream. Casing installation at each location, City to install waterline. See construction plans stamped 6/10/2022 for details. Bore(s) for Sewer line is not part of this bid and shall be advertised as part of sewer installation bid.

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
BUILDS Department, City of Republic
gbrickner@republicmo.com
(417) 732-3405

Important Notice Regarding Competitive Bidding:

It is the City’s intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the

elimination of all but one source from which a responsive and responsible Bid may be submitted, restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

Item 11.

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on **3:15 P.M. on Monday, July 11, 2022**. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

- 06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responses and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
- 07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
 - a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
- 08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
- 09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
- 10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
- 11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
- 12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
- 13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.

- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.

15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent. Item 11.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words “no Bid” in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the “Statement of No Bid” no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder’s location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City’s determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an “or equal” is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance.

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
 - a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction

safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
45. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU)). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Item 11.

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

Item 11.

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990

Letter Effective Date:

Contract Date:

Certificate Expiration Date:

Contract #: _____

Revised Expiration Date: _____

Project Description: Borings for Waterline at Hankins Industrial Park, Republic 63 LLC.

Project Location: 2561 State Highway MM

Project Completion Date: N/A

Auth. Signature: _____

Date: _____

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

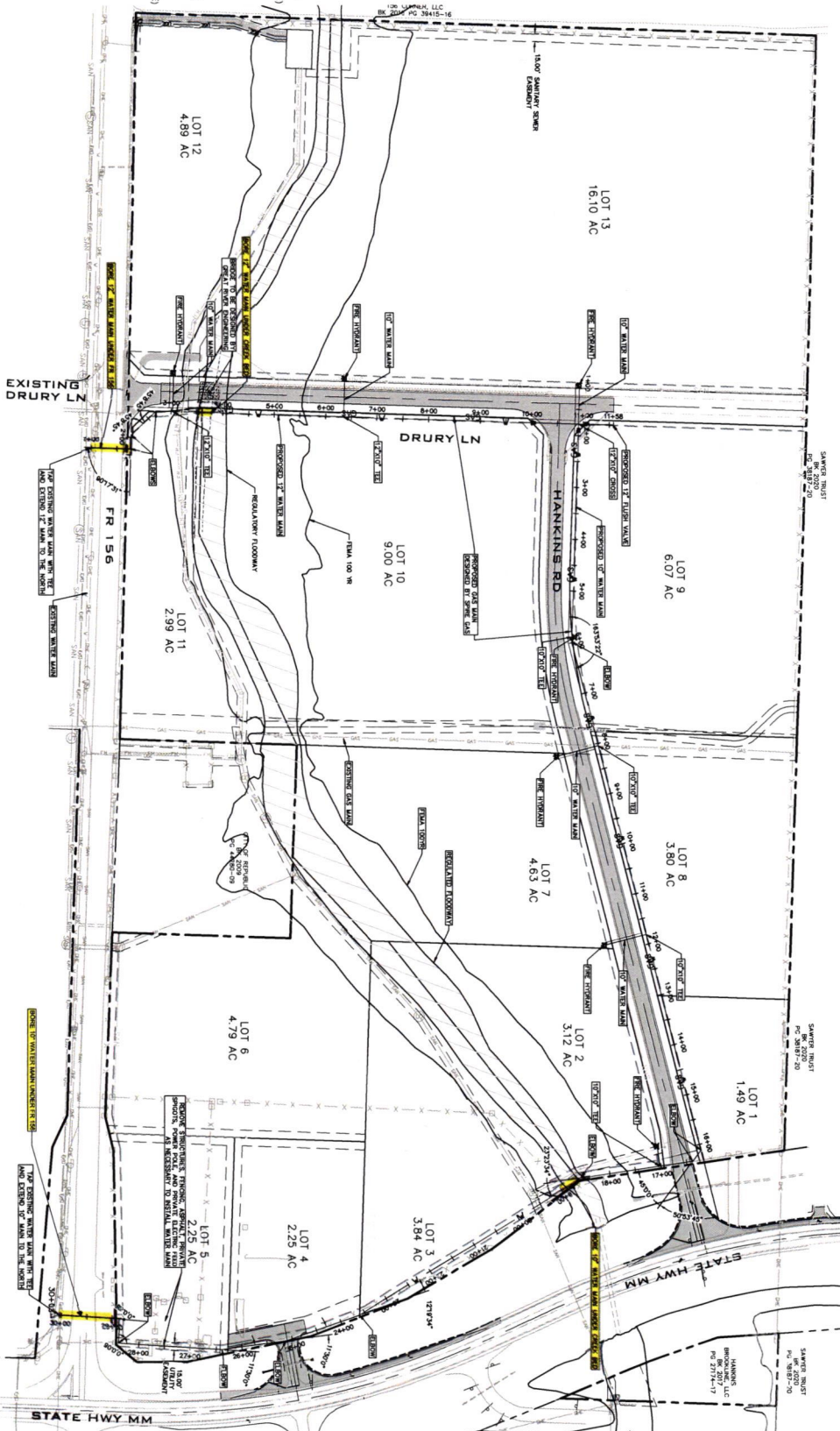
INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

COVER SHEET
PROPOSED WATER MAIN



1. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES AND TO PROVIDE ADEQUATE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT ALL FIELD SURVEYS AND TO PROVIDE ALL NECESSARY FIELD DATA TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
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8. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
12. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.
13. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SPRINGFIELD.

- APPROXIMATE QUANTITIES:
- 1080 LF 12" SDR 21 CLASS 200 WATER LINE
 - 124 LF BORE (12")
 - 1 EA 12X12" TAPPING TEE
 - 1 EA 12X12" TEE
 - 1 EA 12" FLOOR VALVE
 - 2 EA 12" WATER SHUT OFF VALVE
- 3,269 LF 10" SDR 21 CLASS 200 WATER LINE
- 61 LF BORE (10")
 - 1 EA 10" x 12" TEE TAPPING TEE
 - 4 EA 10" ELBOW/TEE PLANS FOR ANGLE
 - 8 EA 10" WATER SHUT OFF VALVE
 - 7 EA FIRE APPARATUS VALVE (INCLUDING TEE VALVE APPURTANCES, ETC.)

MISSOURI DEPT. OF TRANSPORTATION
DIGITAL MAP SERVICE

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineers.biz

"Engineering with Integrity"

SCALE: 1" = 100'
FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

DATE: BY:

270

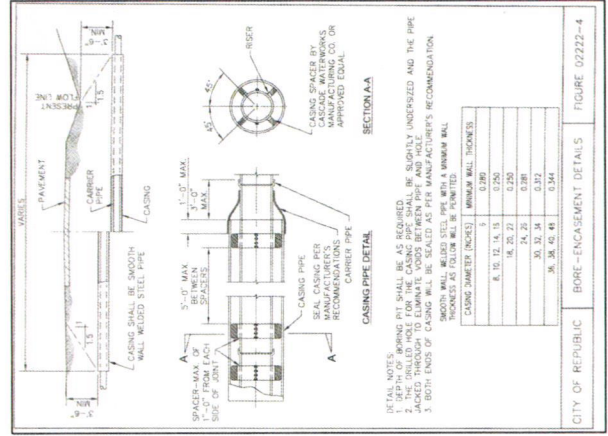


LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65804
 417-886-9100 (phone)
 417-886-8336 (fax)
 lee@leeengineeringllc.com
 Lee Engineering with Integrity

WANKINS FARM
 2561 S STATE HWY MM
 HANIKINS REPUBLIC, MO

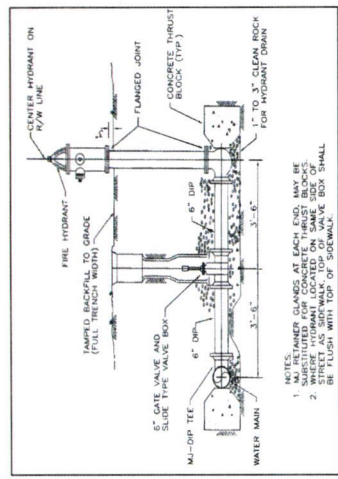
DRURY LANE EXTENSION
 WATER MAIN DRAINS

SCALE: 1/4"	REVISIONS:
DATE:	BY:
FIELD BY: TS, JS	
DRAWN BY: DCR	
CHECKED BY: DCR	

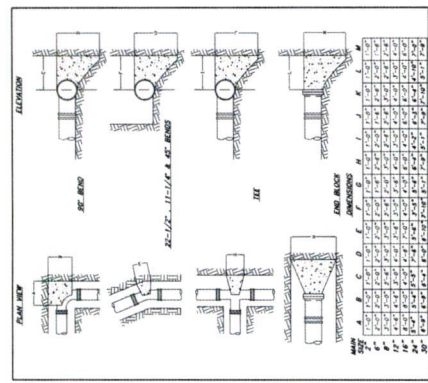


BORE-ENCASEMENT DETAILS
 NOT TO SCALE

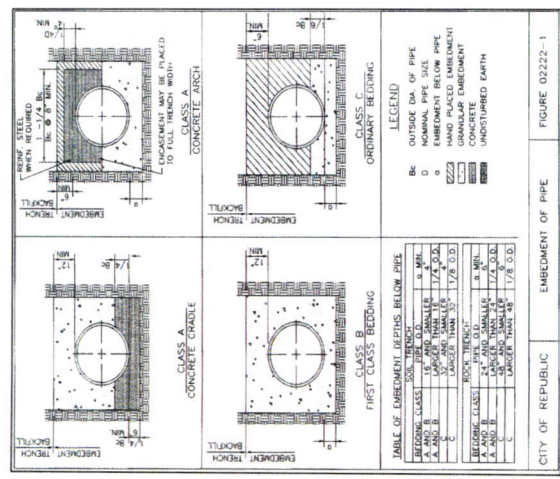
16"
 18"



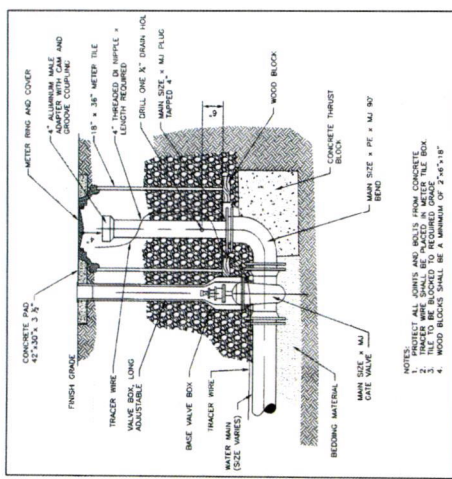
FIRE HYDRANT ASSEMBLY
 NOT TO SCALE



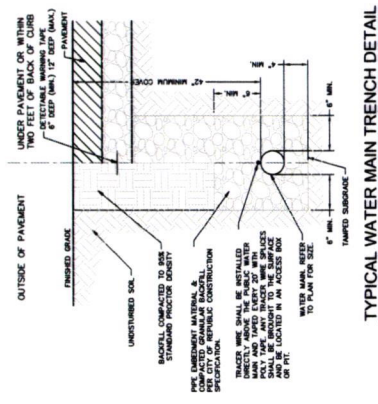
THRUST BLOCK DETAIL
 NOT TO SCALE



PIPE EMBEDMENT DETAIL
 NOT TO SCALE



FLUSH VALVE ASSEMBLY
 NOT TO SCALE



TYPICAL WATER MAIN TRENCH DETAIL
 NOT TO SCALE

309' @

DATE:	2017.05.10
SHEET:	WT-5
PROJECT:	2017
REVISIONS:	
FIELD BY:	TS, JS
DRAWN BY:	DOR
CHECKED BY:	DOR

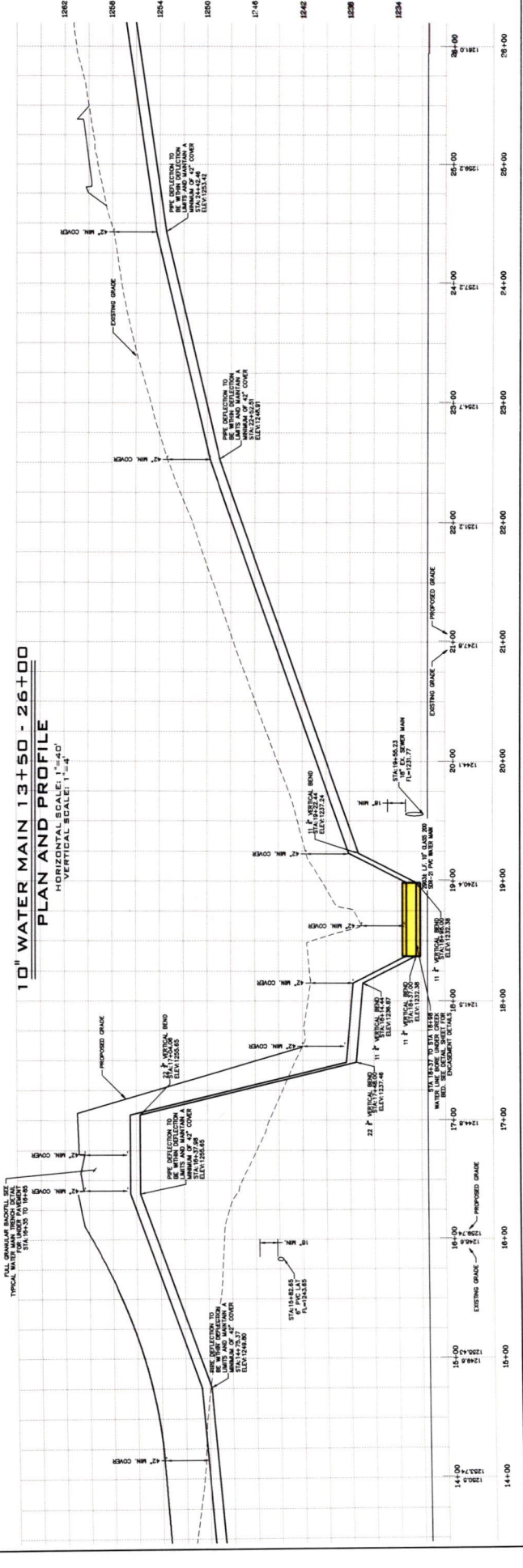
SCALE: 1" = 40'
 HANNING FARM
 2561 S STATE HWY MM
 REPUBLIC, MO

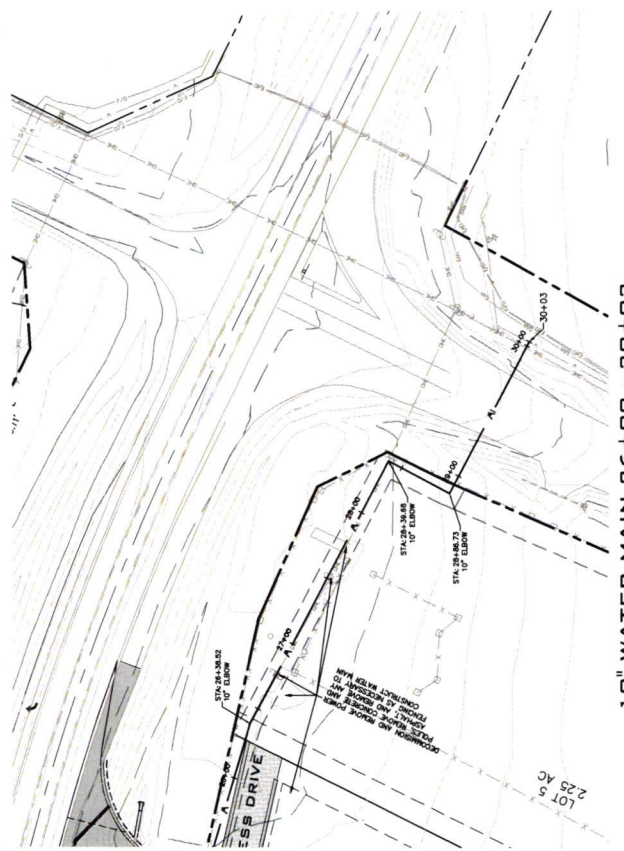
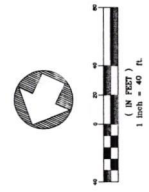
10" WATER MAIN PLAN AND PROFILE
 DRURY LANE EXTENSION

LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65804
 417-886-9100 (fax)
 417-886-9336 (fax)
 lee@leeengineering.biz
 www.leeengineering.biz



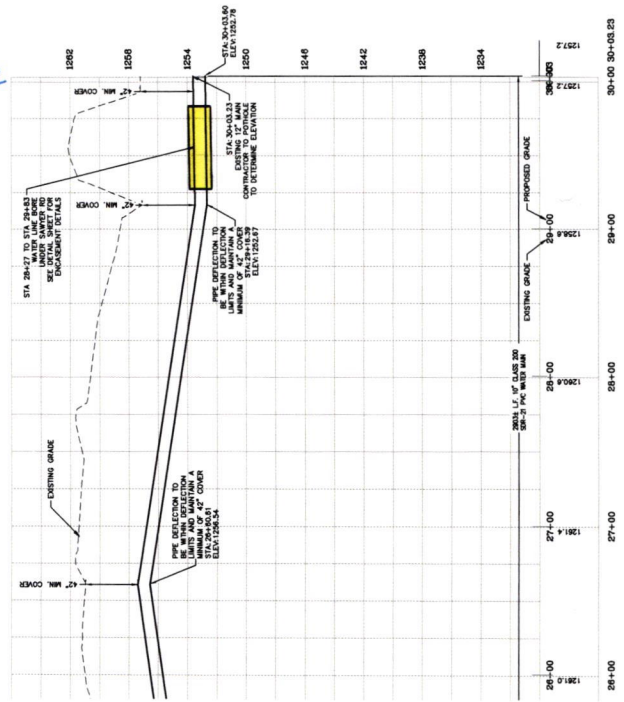
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 SHEET: WT-5
 PROJECT: 2017

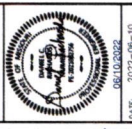




10" WATER MAIN 26+00 - 30+03
 PLAN AND PROFILE
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

156





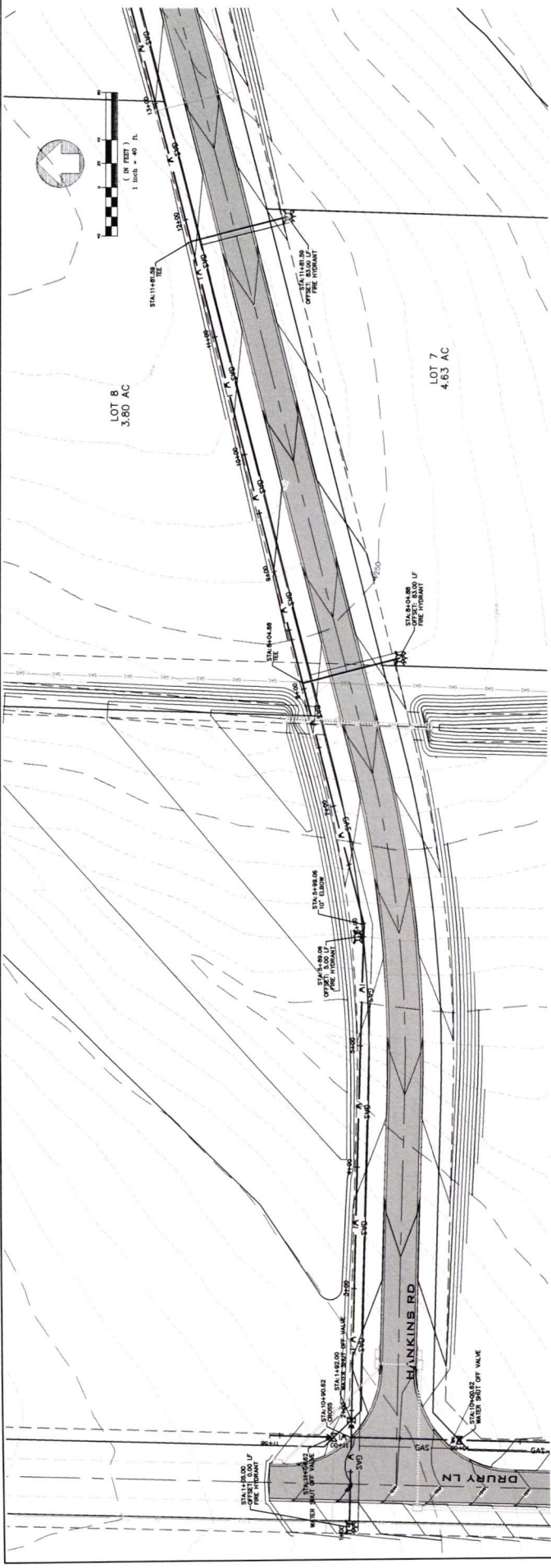
LEM Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
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 clem@lemengineeringllc.com
 www.lemengineeringllc.com
 "Engineering with Integrity"

HANKINS FARM
 2561 S STATE HWY MM
 REPUBLIC, MO

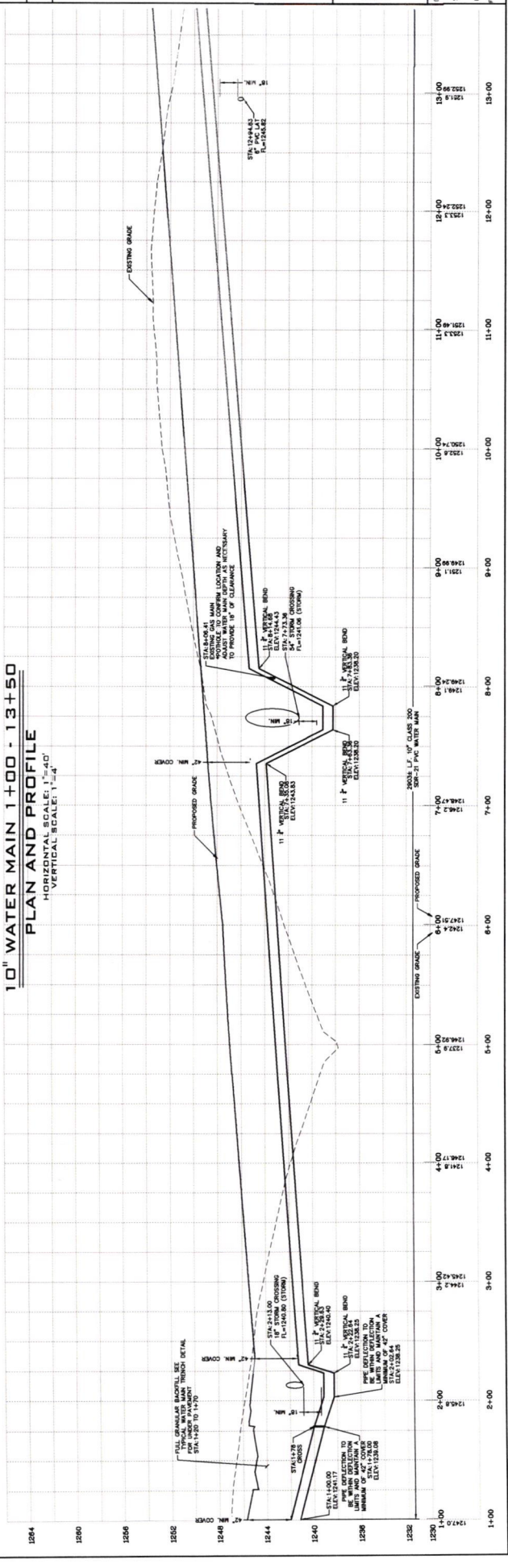
10" WATER MAIN PLAN AND PROFILE
 DRURY LANE EXTENSION

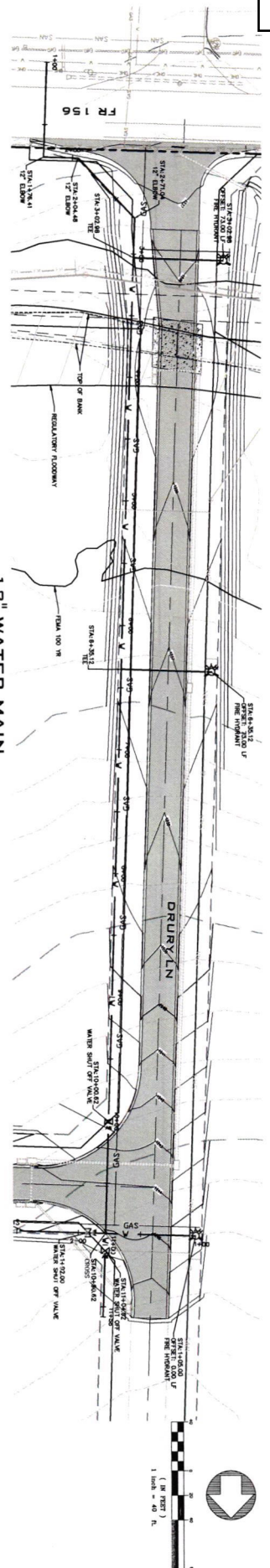
SCALE: 1" = 40'
 REVISIONS:
 DATE: 08/10/2022

DATE:	08/10/2022
SHEET:	WT-4
PROJECT:	2017
FILE:	
CHECKED BY:	DCR
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FIELD BY:	TS, JS
DATE:	08/10/2022

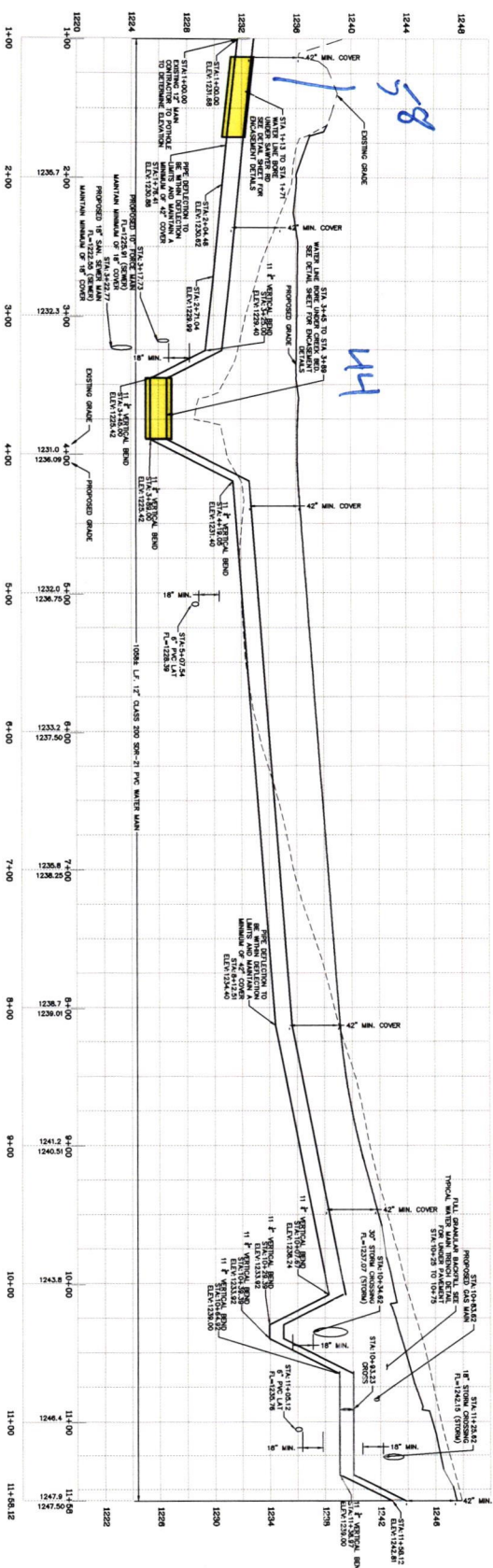


10" WATER MAIN 1+00 - 13+50
 PLAN AND PROFILE
 HORIZONTAL SCALE: 1" = 40'
 VERTICAL SCALE: 1" = 4'

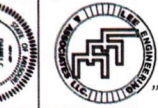




**12" WATER MAIN
PLAN AND PROFILE**
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'



PROJECT: 2017
SHEET: WT-3



LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-836-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz

12" WATER MAIN PLAN AND PROFILE
DRURY LANE EXTENSION
HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

SCALE: 1" = 40'	REVISIONS:	DATE:	BY:
FIELD BY: TS, JS			
DRAWN BY: DCR			
CHECKED BY: LCR			



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-40 A Resolution of the City Council Awarding the Bid for Wastewater Infrastructure Installation at Hankins Farm Industrial Park Subdivision to Hamilton and Dad, Inc.

Submitted By: Garrett Brickner, Engineering Manager

Date: July 26 ,2022

Issue Statement

To award the above stated bid to Hamilton and Dad, Inc.

Discussion and/or Analysis

The City requested bids for Installation and furnishing of Sewer Gravity Main, Sewer Force Main, New Lift Station, and Decommissioning of Existing Lift Station Infrastructure Installation at Hankins Farm Industrial Park subdivision in accordance with the developer's agreement previously approved by the City Council. The City will manage and pay the contractor for this work and be reimbursed from the developer for the appropriate portions of sewer installation. The City will be financial responsible for the portion of sewer improvements involving the relocation of the lift station.

The City received 2 bids, the lowest of which was from Hamilton and Dad, Inc. in the amount of \$1,041,384.00. This is consistent with the estimated cost of the improvements and the BUILDS Department has adequate funds for the project. The BUILDS department is requesting authority for an additional 10% of the estimated cost to cover any unforeseen overages or field changes, bringing the total not to exceed amount to \$1,145,525.00.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR WASTEWATER INFRASTRUCTURE INSTALLATION AT HANKINS FARM INDUSTRIAL PARK SUBDIVISION TO HAMILTON AND DAD, INC.

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City solicited sealed bids for installation and furnishing of sewer gravity main, sewer force main, new lift station, and decommissioning of existing lift station infrastructure at Hankins Farm Industrial Park Subdivision (“Project”) in accordance with the developer’s agreement previously approved by Council; and

WHEREAS, the City received two bids, the lowest of which was submitted by Hamilton and Dad, Inc., for a total estimated cost \$1,041,384; and

WHEREAS, the BUILDS Department has adequate funds for the Project; and

WHEREAS, based on presentation and recommendations of City staff, the Council finds that Hamilton and Dad, Inc. is the most qualified bidder at the lowest cost to the City; and thus, Hamilton and Dad, Inc. will be awarded the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: The submitted bid from Hamilton and Dad, Inc. attached hereto as “Attachment 1” and expressly incorporated herein, is accepted for the Project at a total cost up to \$1,145,525; any costs owed by the City on the Project exceeding the total of \$1,145,525 must be separately considered and approved by the Council.

Section 2: The City Administrator, and/or his designee, is authorized to take the necessary steps to execute this Resolution.

Section 3: The WHEREAS clauses are hereby specifically incorporated herein by reference.

Section 4: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



**Addendum to Invitation for Bid
Wastewater Infrastructure Installation at Hankins
Farm Industrial Park 2561 State Highway MM**

Addendum # 1

7/1/2022

This is Addendum #1 to the Invitation for Bid, Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM. Please note the bid opening date remains the same.

Clarification in the bid document:

1. Erosion control such as silt sock or silt fence shall be required downhill of all excavation work.
2. Fencing around the new lift station shall consist of 6ft chain link, with 3 strands barbwire arms at ~45 degrees outward on top. Gate into the lift station shall be minimum 12 ft double swing.
3. Inside lift station fencing, gravel is acceptable for surfacing.

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:

Garrett Brickner PE

Engineering Manager

BUILDS Department

City of Republic, Missouri

417.732.3405

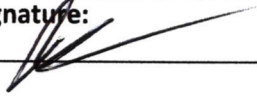
gbrickner@republicmo.com

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p><u>\$1,041,384.00</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Hamilton and Dad, Inc</p> <hr/> <p>Address: 9240 West Moon Shadow Lane Springfield MO, 65802</p> <hr/> <p>Signature: </p> <hr/> <p>Name and Title: Jerry Hamilton Vice President</p> <hr/>
<p>Telephone: 417 732 8796</p> <hr/> <p>Cellular: 417 844 1025</p> <hr/> <p>Facsimile: _____</p> <hr/> <p>E-mail: Jerry@hamiltonanddad.com</p> <hr/>	<p>Dated: 7/11/2022</p> <hr/> <p>Bidder's Federal ID Number: 75-3071342</p> <hr/>

Bid Date: 7/11/2022

Item 12.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Hamilton & Dad Inc

9240 W. Moonshadow Lane, Springfield MO 65802

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Republic

(Here insert full name and address or legal title of Owner)

213 N. Main Avenue, Republic MO 65738

as Obligee, hereinafter called the Obligee, in the sum of _____
10% of Amount Bid

Dollars (N/A), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sanitary sewer, force main and 1 lift station

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name and address and description of project)

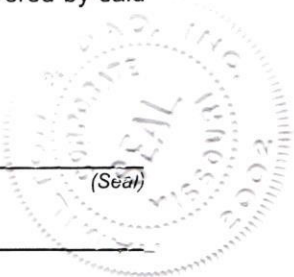
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of July, 2022.

[Signature]

Hamilton & Dad Inc
(Principal)

(Seal)



[Signature]

RLI Insurance Company
(Surety)

(Seal)

[Signature]
Kellie Sansom
Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of May, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of July, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

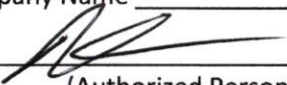
____ We **DO NOT** take exception to the IFB Documents/Requirements.

We **TAKE** exception to the IFB Documents/Requirements as follows:

Wet well is round instead of rectangular

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Hamilton and Dad, Inc

By 
(Authorized Person's Signature)

Company Address 9240 West Moon Shadow Lane
Springfield MO 65802

Telephone Number 417 844 1025

Fax Number 417 732 8796

Date 5/11/2022

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email Jerry@hamiltonanddad.com

Federal Tax ID No. 75-3071342

DBE Vendor (Yes/No): _____ Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, State of MO, personally appeared Jerry Hamilton (Name) who is Vice President (Title) of Hamilton and Dad, Inc (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.



Signature

Jerry Hamilton

Printed Name

Subscribed and sworn to before me this 11 day of July, 2022.



Notary Public

My commission expires: Nov. 30, 2022



GREGORY C HACKMAN
My Commission Expires
November 30, 2022
Greene County
Commission #14631761



**Addendum to Invitation for Bid
Wastewater Infrastructure Installation at Hankins
Farm Industrial Park 2561 State Highway MM**

Addendum # 1

7/1/2022

This is Addendum #1 to the Invitation for Bid, Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM. Please note the bid opening date remains the same.

Clarification in the bid document:

1. Erosion control such as silt sock or silt fence shall be required downhill of all excavation work.
2. Fencing around the new lift station shall consist of 6ft chain link, with 3 strands barbwire arms at ~45 degrees outward on top. Gate into the lift station shall be minimum 12 ft double swing.
3. Inside lift station fencing, gravel is acceptable for surfacing.

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:

Garrett Brickner PE

Engineering Manager

BUILDS Department

City of Republic, Missouri

417.732.3405

gbrickner@republicmo.com

Company ID Number: 154690

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer **Hamilton and Dad Inc**

Carolyn Hamilton

Name (Please type or print)

President

Title

Electronically Signed

Signature

09/25/2008

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

09/25/2008

Date



City of Republic - Invitation for Bid

Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:30 P.M. on Monday, July 11, 2022. Bids will be opened by the City at same time and location.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **Tuesday July 26, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

GENERAL DESCRIPTION:

Installation and furnishing of Sewer Gravity Main, Sewer Force Main, New Lift Station, and Decommissioning of Existing Lift Station.

Approximation of work:

Installation of ~2680 LF of gravity sewer main, (10) new manholes, and ~1520 LF of force sewer main, Including two bores with casing under identified blue line stream, removal of pumps at existing lift station and installation of new pumps at new location to be constructed. New lift station construction shall consist of everything required for construction, and/or precast wet well materials, See plans for details quantities listed here are estimates only. Certain portions of gravity sewer to be installed first, as per plan.

See Engineering Plans and Specifications for details

This project is being bid as a city project however, the developer is also bidding a portion of this project separately including but not limited to: earthwork, stormwater infrastructure, curb & gutter, roadway construction, etc. City of Republic crews will be acquiring and installing watermain throughout the project.

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
BUILDS Department, City of Republic
gbrickner@republicmo.com
(417) 732-3405

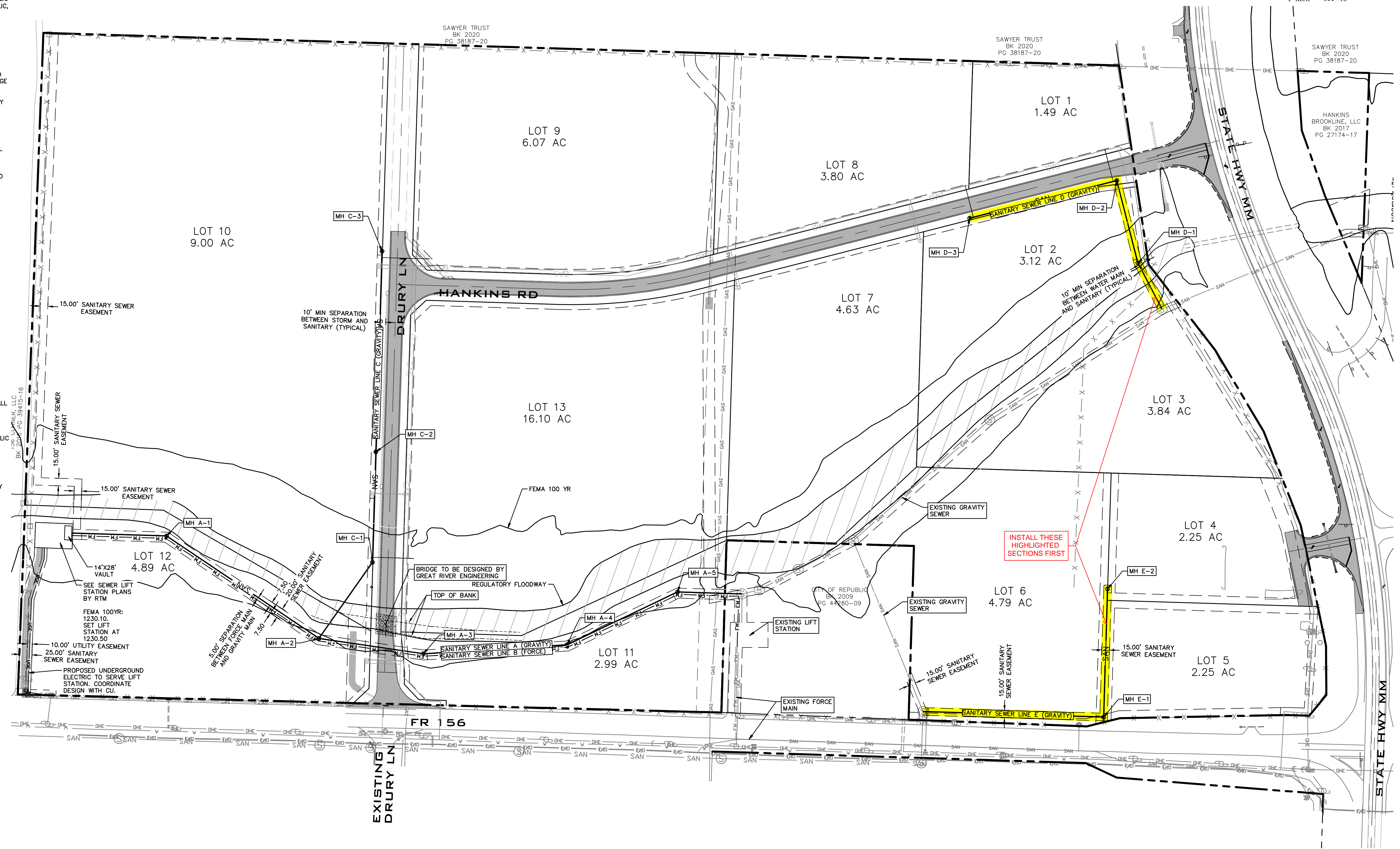
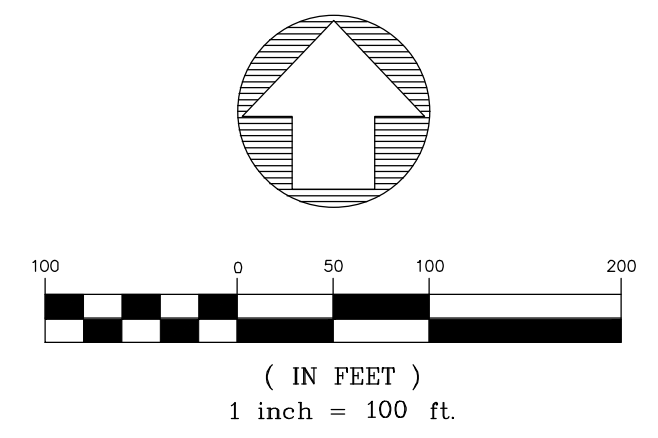
Important Notice Regarding Competitive Bidding:

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

SANITARY SEWER GENERAL NOTES:

- 1) IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- 2) IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- 3) SANITARY SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, REPUBLIC, MISSOURI" ISSUED BY THE CITY OF REPUBLIC, MISSOURI.
- 4) ALL AREAS DISTURBED DURING CONSTRUCTION OF THE SANITARY SEWER MUST BE SEEDED AND MULCHED AS SOON AS BACKFILLING IS COMPLETED.
- 5) THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- 6) THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION, TRENCHING, AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES. EXTREME CARE SHALL BE TAKEN TO SAFEGUARD THE PUBLIC, EMPLOYEES OF THE CITY AND THE EMPLOYEES OF THE CONTRACTOR.
- 7) THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING PAVEMENT, CURB & GUTTER, AND SIDEWALK BACK IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF REPUBLIC'S TECHNICAL SPECIFICATIONS BOOKLET AND DRAWINGS.
- 8) THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION. UTILIZE "MISSOURI ONE-CALL" BY CALLING 1-800-DIG-RITE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- 9) CITY UTILITIES WILL STABILIZE POWER/LIGHT POLES TO PREVENT UNDERMINING DURING CONSTRUCTION.
- 10) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DISCHARGE OF SEDIMENT FROM THE SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES APPROVED BY THE CITY DURING ALL PHASES OF THESE OPERATIONS REGARDLESS OF WHETHER THEY ARE SPECIFICALLY NOTED ON THE DRAWINGS AND SHALL MAINTAIN AND REPLACE CONTROLS AS NECESSARY DURING THE COURSE OF THESE OPERATIONS.
- 11) THE CONTRACTOR SHALL MINIMIZE DISTURBANCE OF THE CONSTRUCTION AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
- 12) THE CONTRACTOR SHALL CLEAN STREETS (AS NECESSARY), BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.
- 13) MANHOLE COVERS, VALVE BOXES, AND OTHER UTILITY APPURTENANCES SHALL NOT ENCROACH ON SIDEWALKS, CURBS, OR PAVEMENT. WHERE CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING.
- 14) A COPY OF THE FILED PLANS MUST BE ON SITE AT ALL TIMES.
- 15) BACKFILL WITHIN RIGHT-OF-WAY TO CONFORM TO CITY OF REPUBLIC CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 02222.
- 16) THE CONTRACTOR IS RESPONSIBLE FOR ANY PRIVATE PROPERTY DAMAGE.
- 17) NO MEASUREMENTS SHALL BE SCALED OFF THE PLANS. USE ONLY LABELED DISTANCES.
- 18) ALL LATERALS SHALL HAVE A 1" PVC PIPE AT THE END OF THE LATERAL PER CITY DETAIL FIGURE 20: STANDARD SEWER SERVICE CONNECTION FIGURE 02620-2. TRACER WIRE SHALL BE INSTALLED ON ALL LATERALS FROM SEWER MAIN TO CLEANOUT LOCATION PER CITY DETAIL FIGURE 20: STANDARD SEWER SERVICE CONNECTION FIGURE 02620-2.

COVER SHEET
SANITARY SEWER PLAN
HANKINS FARM
REPUBLIC, MISSOURI



REVISIONS:

NO.	DATE	BY	DESCRIPTION

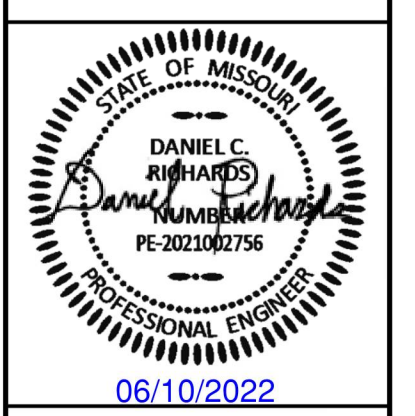
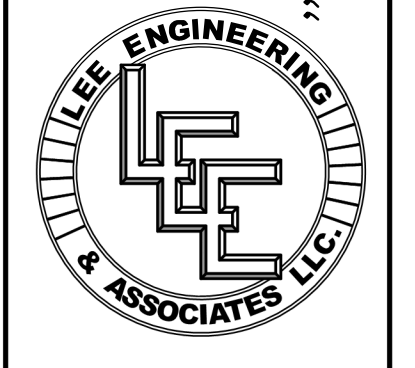
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 CHECKED BY: DCR

SANITARY SEWER COVER SHEET
DRURY LANE EXTENSION
 HANKINS FARM
 2561 S STATE HWY MM
 REPUBLIC, MO

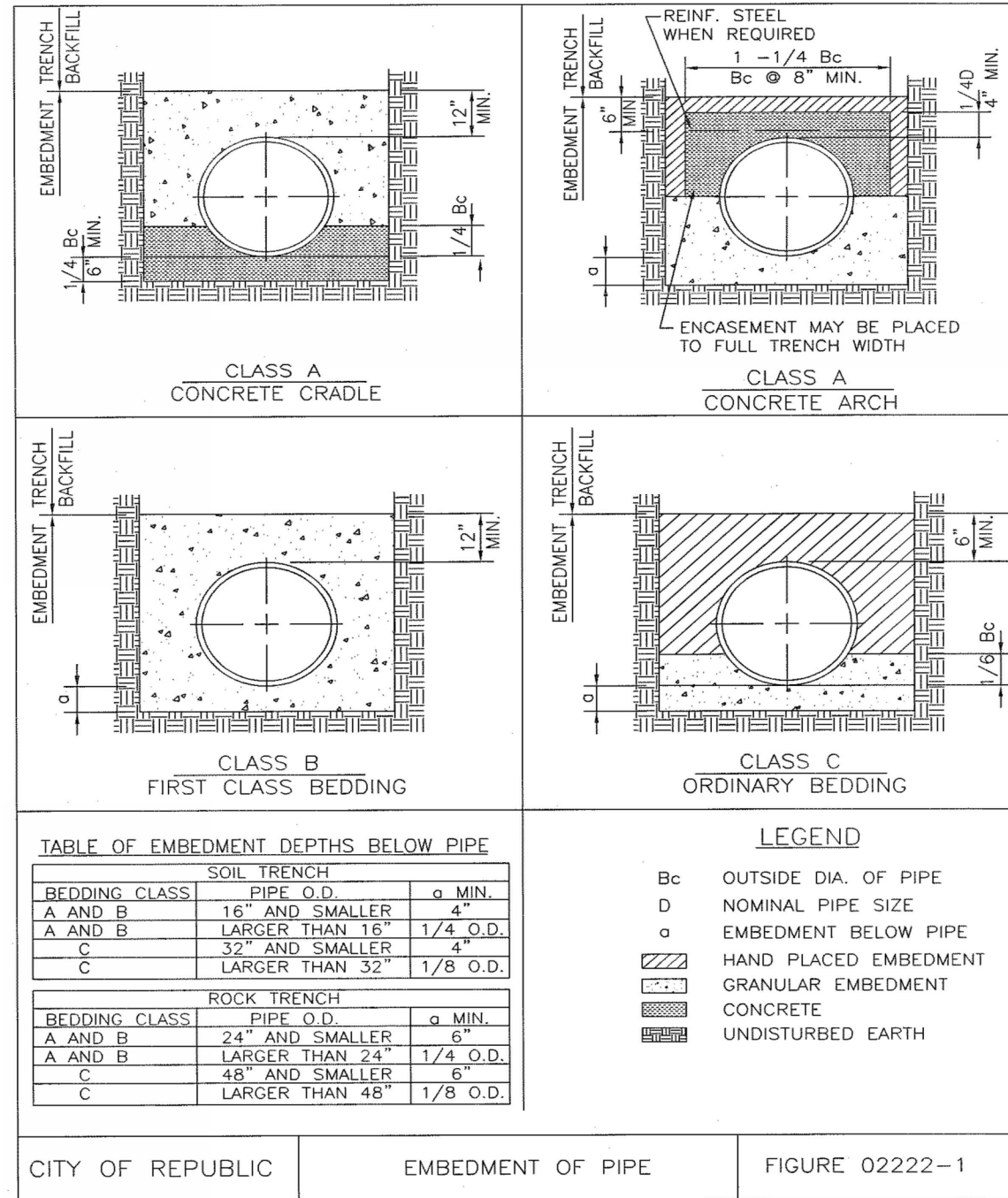
Missouri State Certificate of Authority
 Engineering #2005015504
 Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
 1200 E. Woodhurst Dr., Suite D200
 Springfield, Missouri 65804
 417-886-9100 (phone)
 417-886-9336 (fax)
 lee@leeengineering.biz

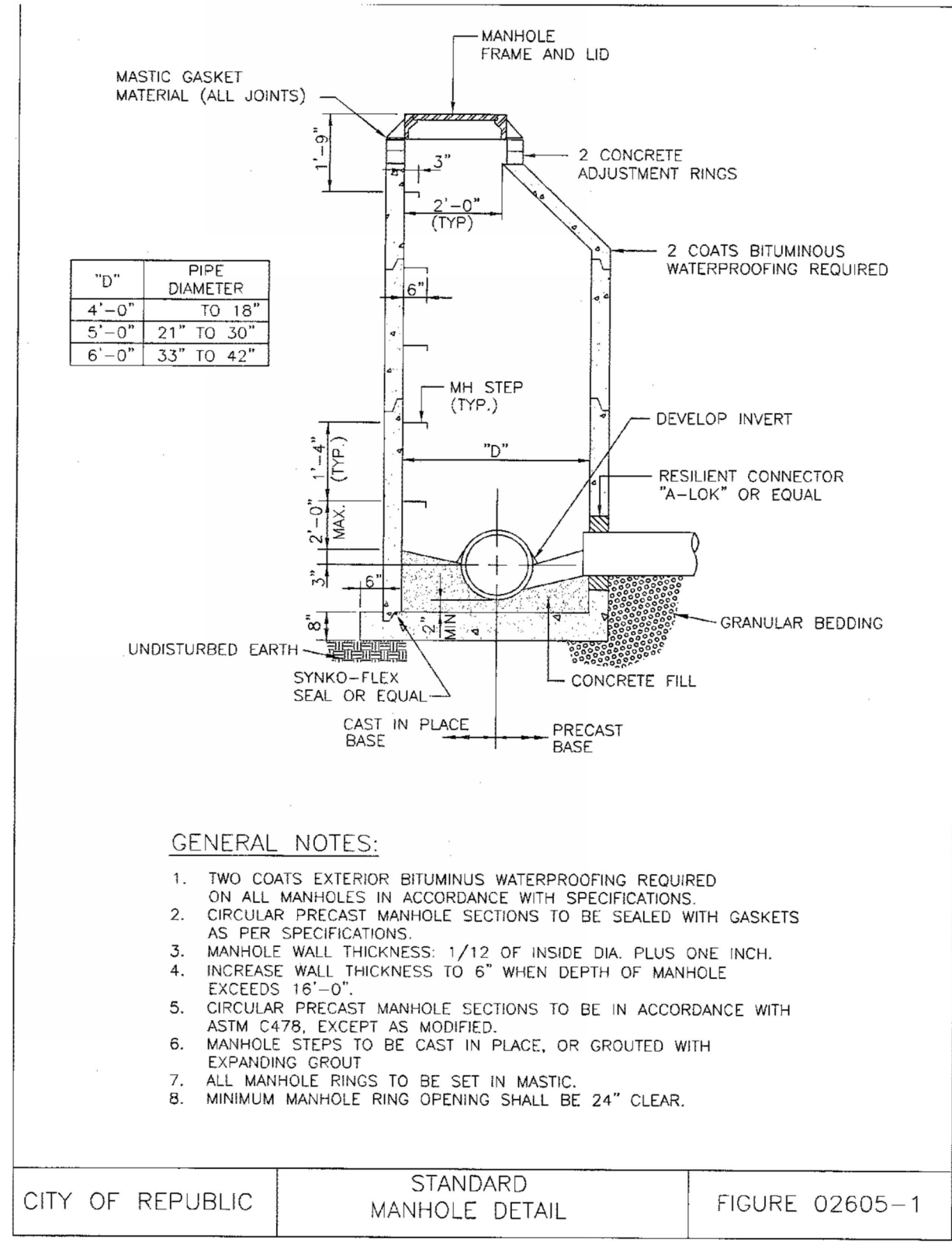
Engineering with Integrity



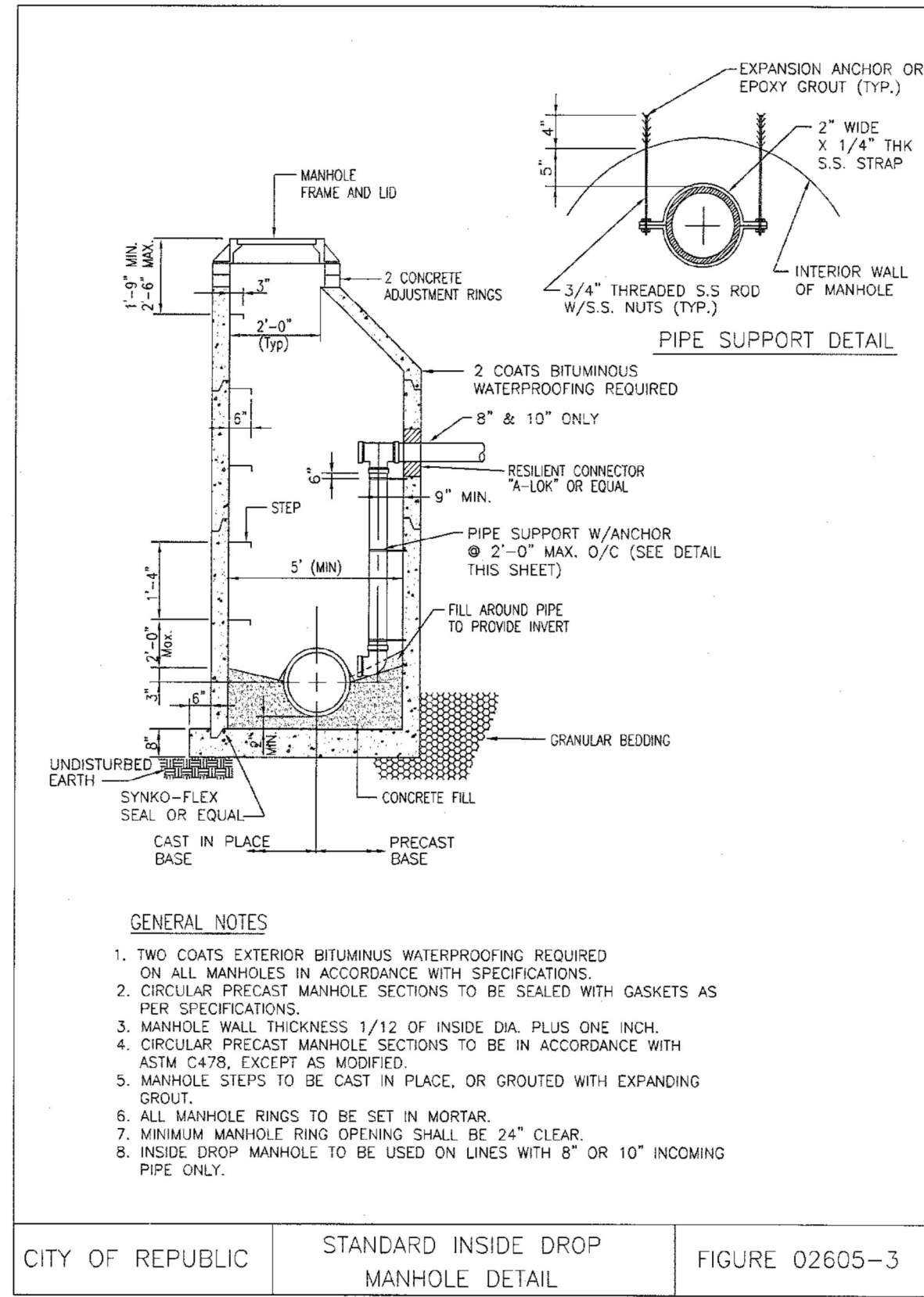
DATE: 2022-06-10
 SHEET: S1
 PROJECT: 2017
 FILE: Drury Lane Sanitary Sewer.dwg



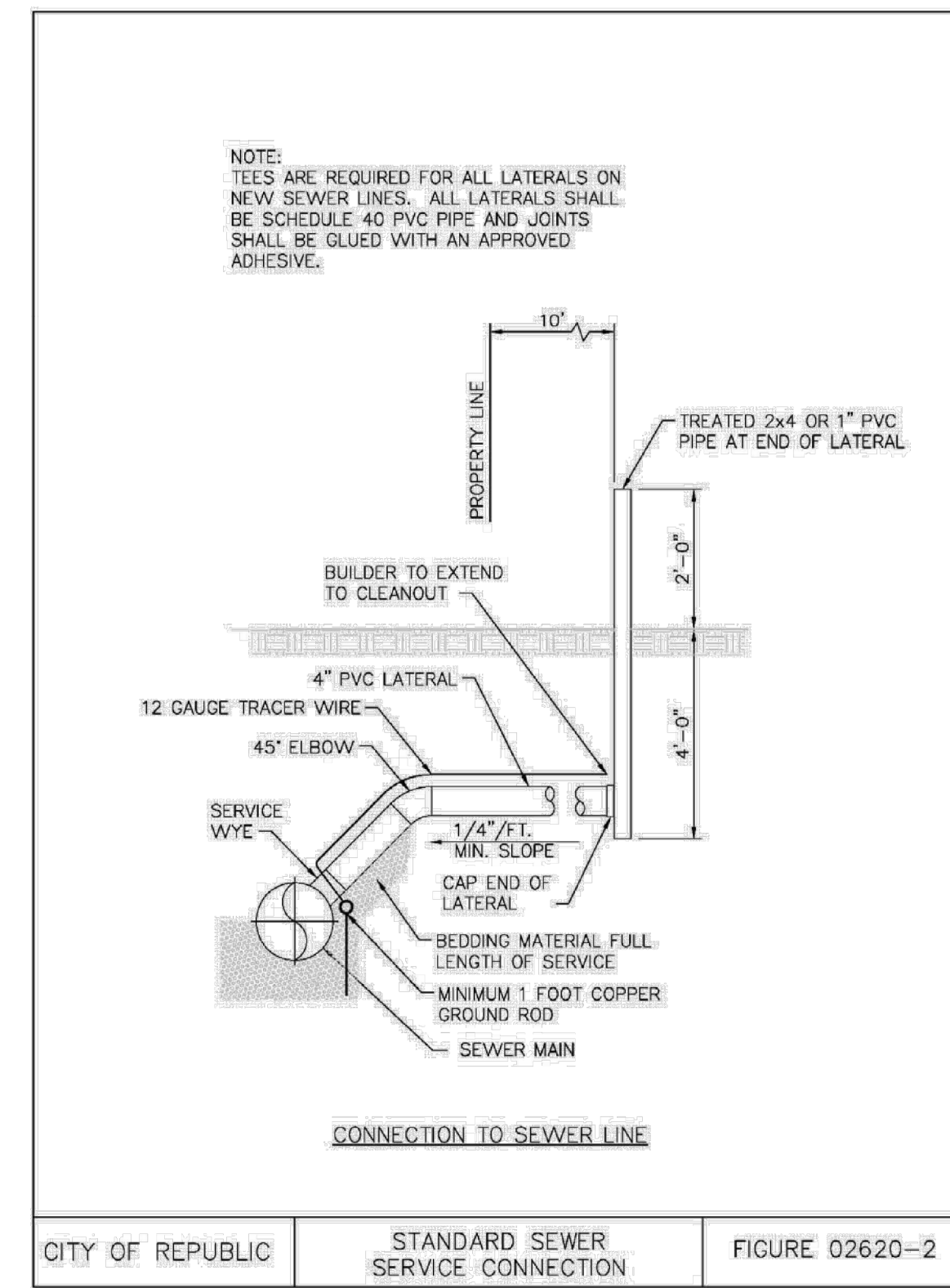
CITY OF REPUBLIC EMBEDMENT OF PIPE FIGURE 02222-1



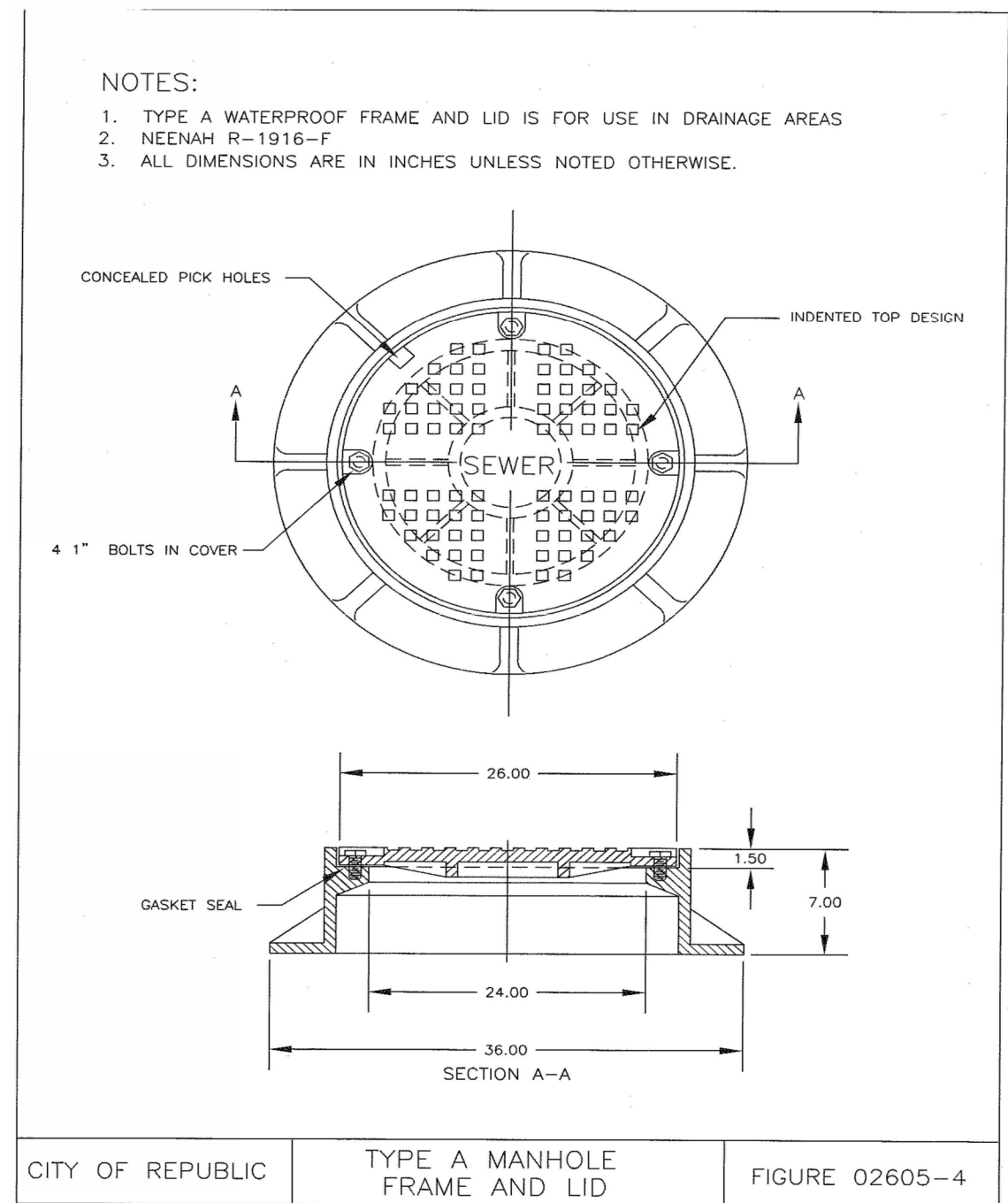
CITY OF REPUBLIC STANDARD MANHOLE DETAIL FIGURE 02605-1



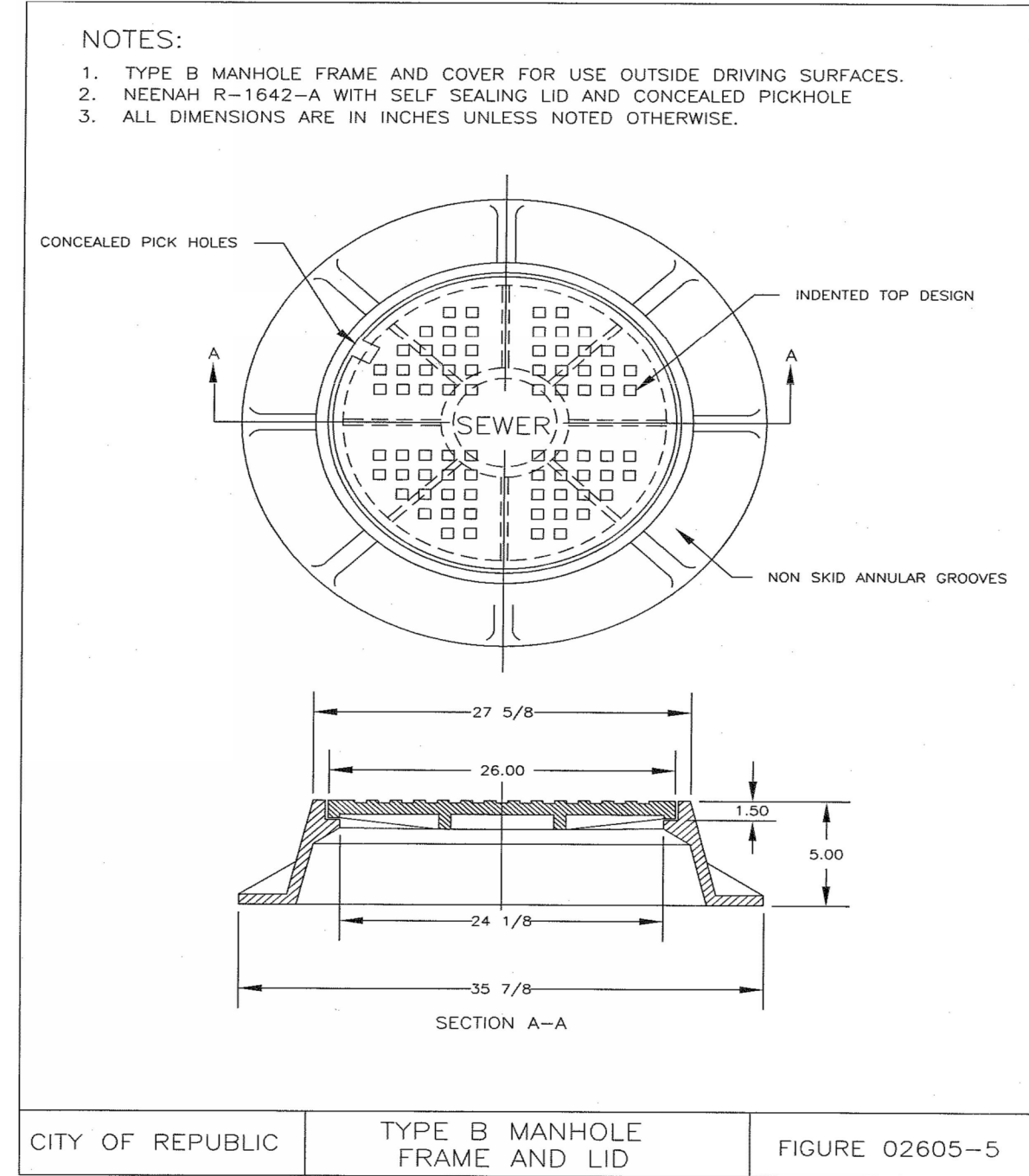
CITY OF REPUBLIC STANDARD INSIDE DROP MANHOLE DETAIL FIGURE 02605-3



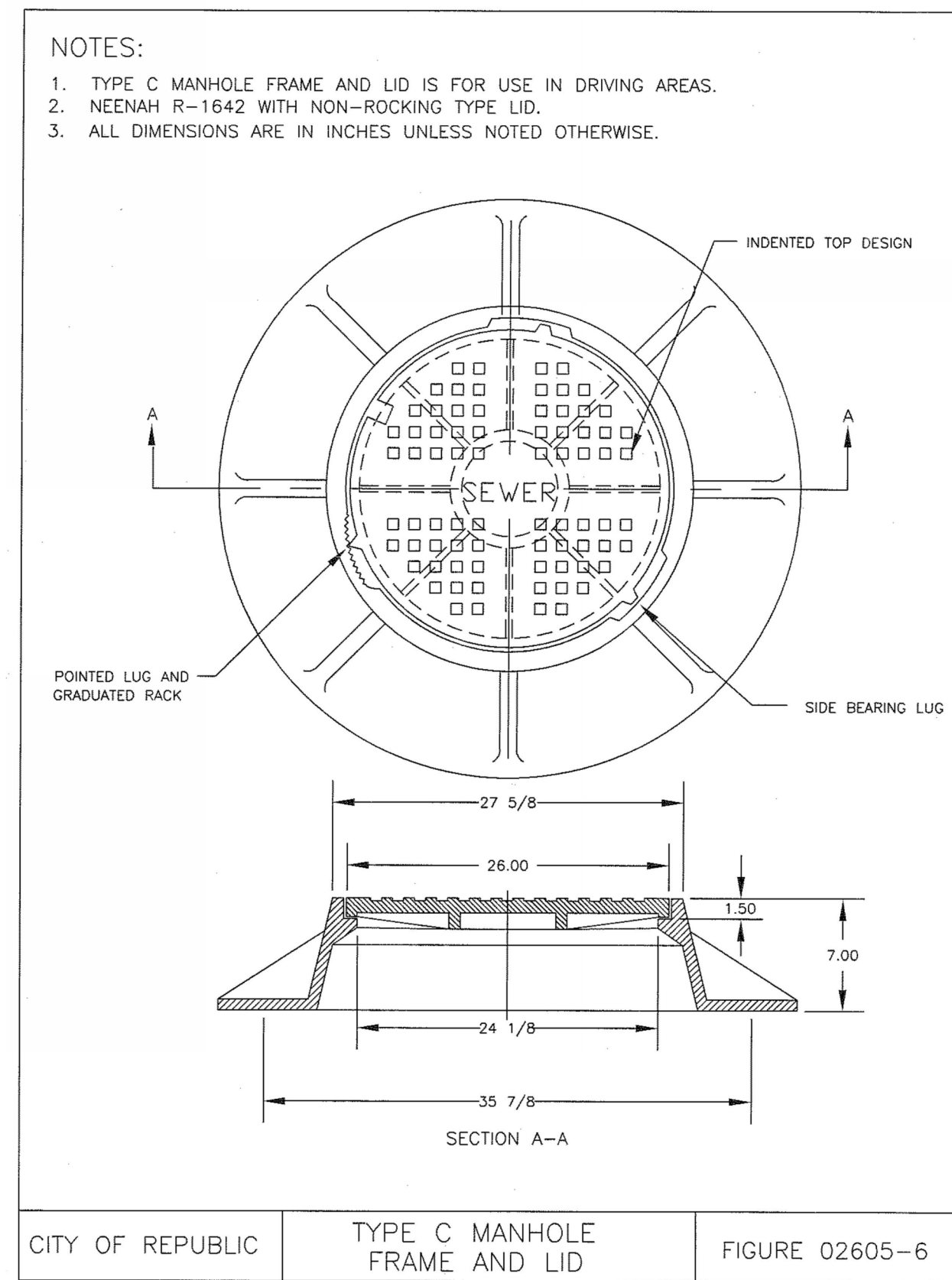
CITY OF REPUBLIC STANDARD SEWER SERVICE CONNECTION FIGURE 02620-2



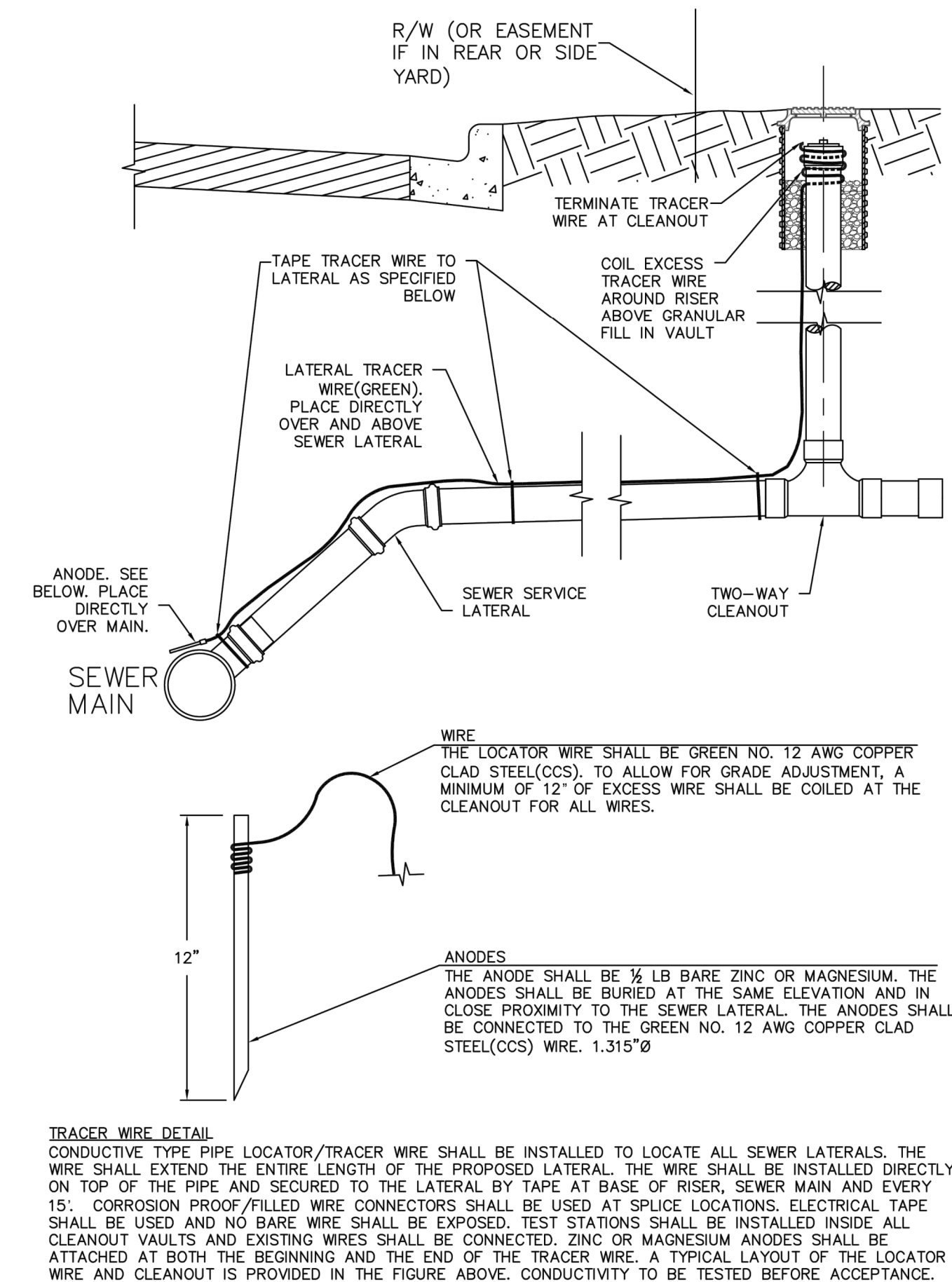
CITY OF REPUBLIC TYPE A MANHOLE FRAME AND LID FIGURE 02605-4



CITY OF REPUBLIC TYPE B MANHOLE FRAME AND LID FIGURE 02605-5



CITY OF REPUBLIC TYPE C MANHOLE FRAME AND LID FIGURE 02605-6



REVISIONS:

SCALE: 1" = 40'

FIELD BY: TS, JS

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CHECKED BY: DCR

SANITARY SEWER NOTES & DETAILS

DRURY LANE EXTENSION

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

Missouri State Certificate of Authority
Engineering #2035015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
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Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

LEE ENGINEERING & ASSOCIATES, L.L.C.

DANIEL C. RICHARDS
Professional Engineer
PE-2021002756

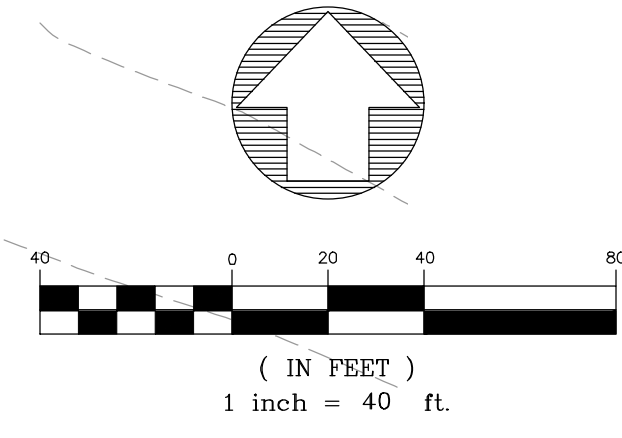
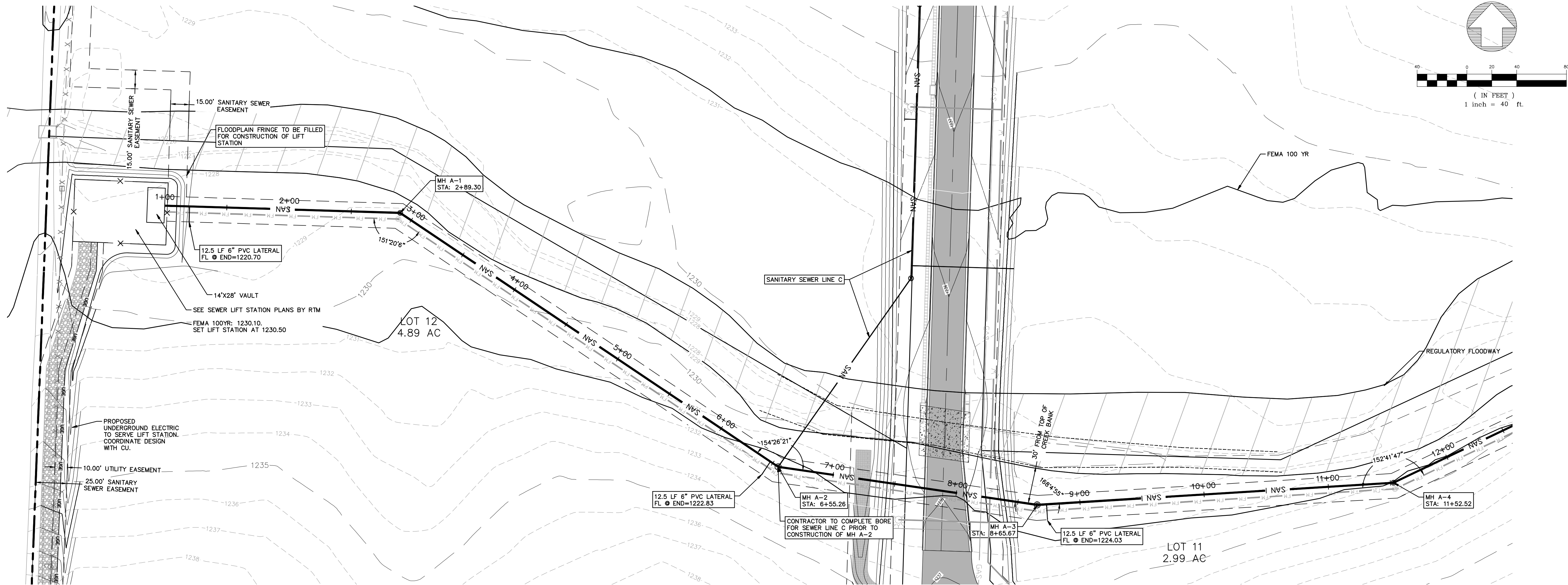
06/10/2022

DATE: 2022-06-10

SHEET: S2

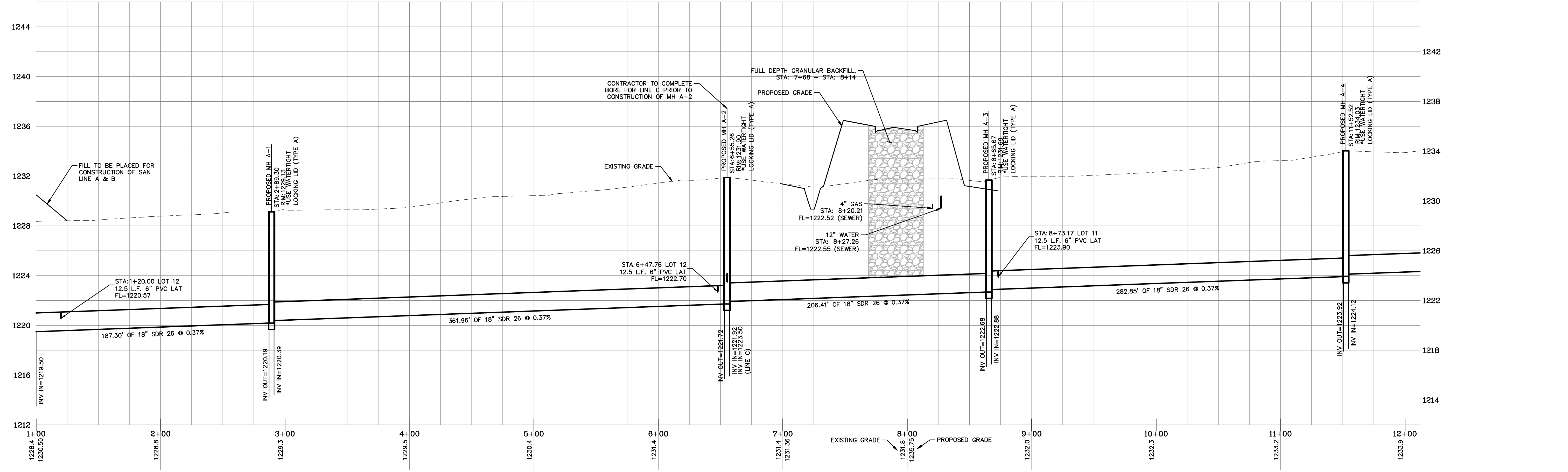
PROJECT: 2017

FILE: Drury Lane Sanitary Sewer.dwg



SANITARY LINE A - STA 1+00 TO STA 11+43
PLAN AND PROFILE
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

SANITARY LATERAL NOTES:
 ALL LATERALS TO BE 6" AND INSTALLED WITH AN 18"x6" TEE AND FULL DEPTH GRANULAR BACKFILL. SEE PLAN AND PROFILE FOR ELEVATIONS. MINIMUM SLOPE ON ALL LATERALS IS 1.0%. PROVIDE 1" PVC @ END. SEE DETAIL SHEET FOR STANDARD LATERAL DETAIL.

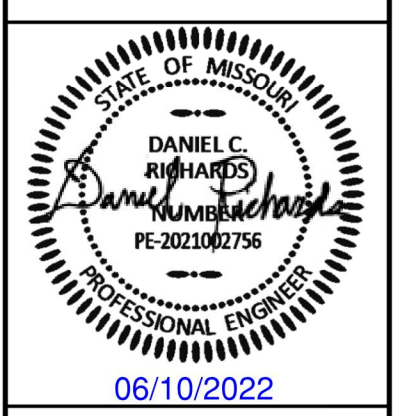
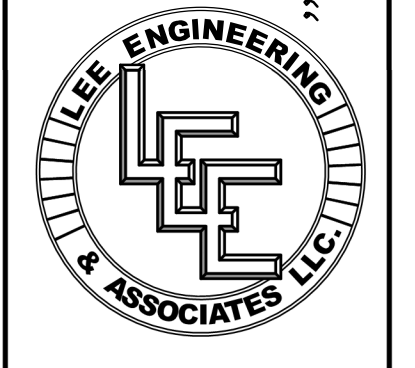


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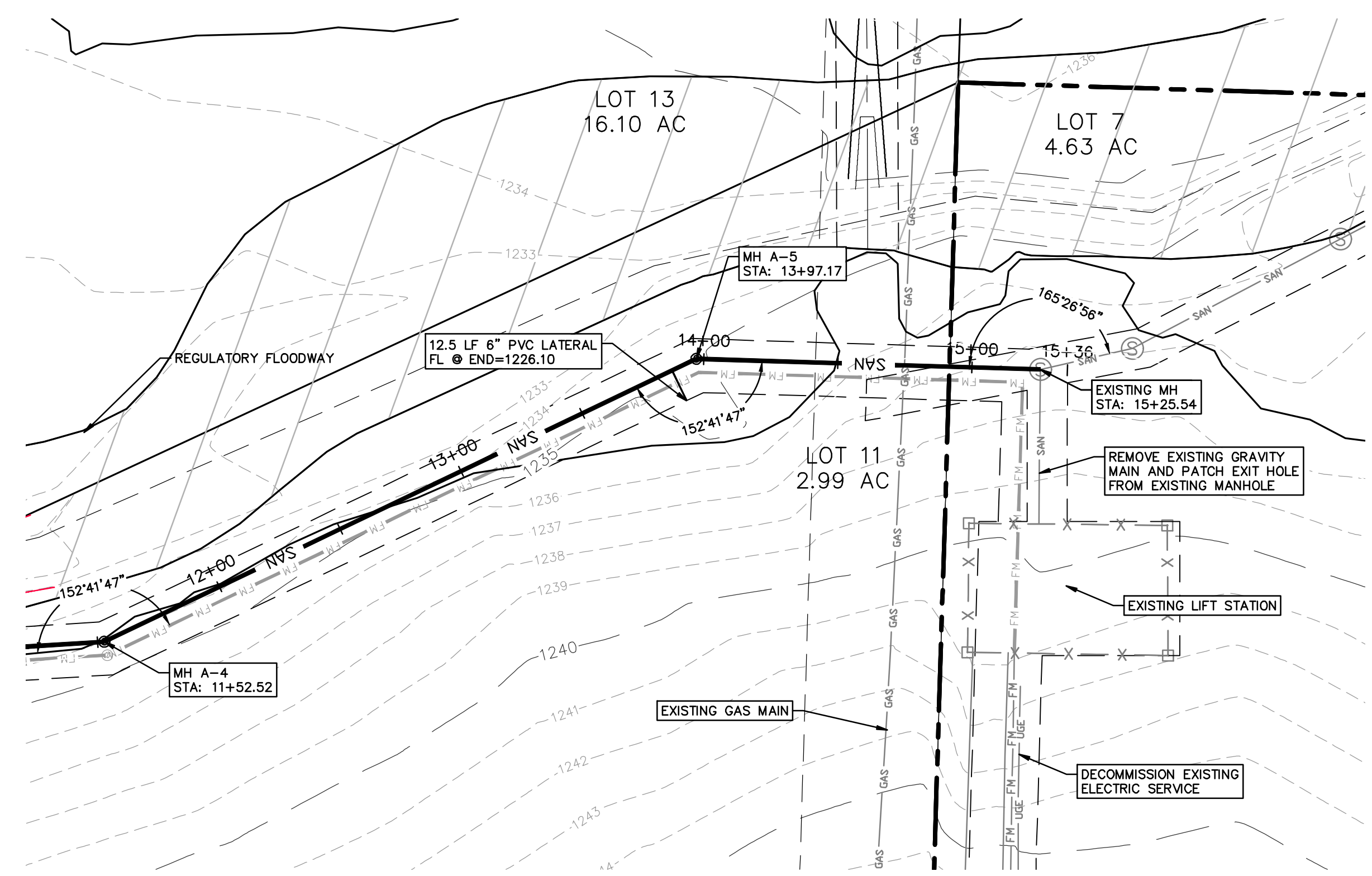
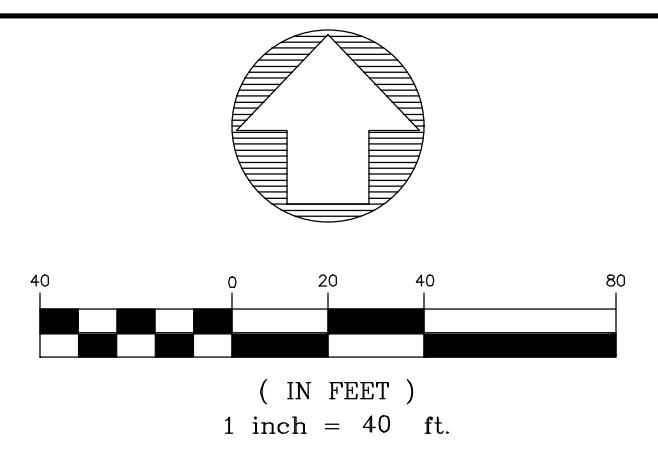
SANITARY SEWER LINE A
DRURY LANE EXTENSION
 HANKINS FARM
 2561 S STATE HWY MM
 REPUBLIC, MO

Missouri State Certificate of Authority
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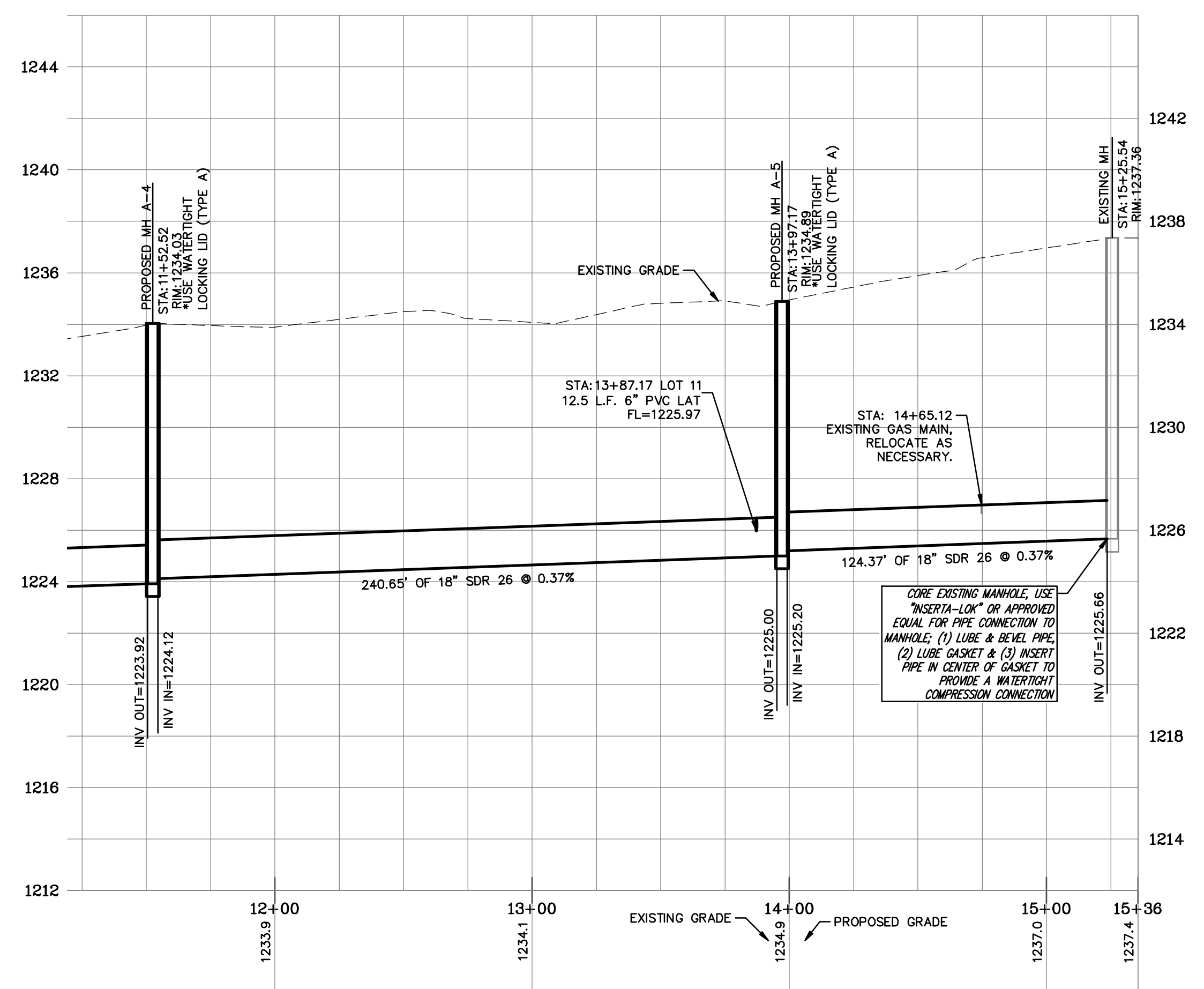


06/10/2022
 DATE: 2022-06-10
 SHEET: S3
 PROJECT: 2017
 FILE: Drury Lane Sanitary Sewer.dwg



SANITARY LATERAL NOTES:
 ALL LATERALS TO BE 6" AND INSTALLED WITH AN 18"x6" TEE AND FULL DEPTH GRANULAR BACKFILL.
 SEE PLAN AND PROFILE FOR ELEVATIONS.
 MINIMUM SLOPE ON ALL LATERALS IS 1.0%.
 PROVIDE 1" PVC @ END. SEE DETAIL SHEET FOR STANDARD LATERAL DETAIL.

SANITARY LINE A - STA 11+43 TO STA 15+36
PLAN AND PROFILE
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

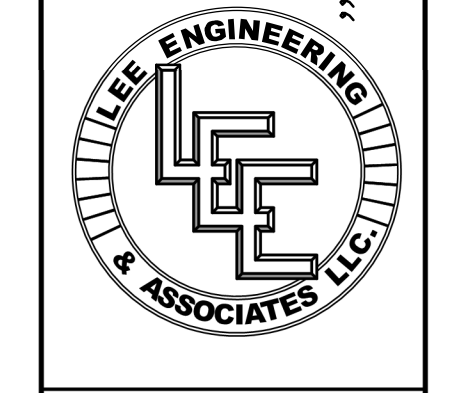


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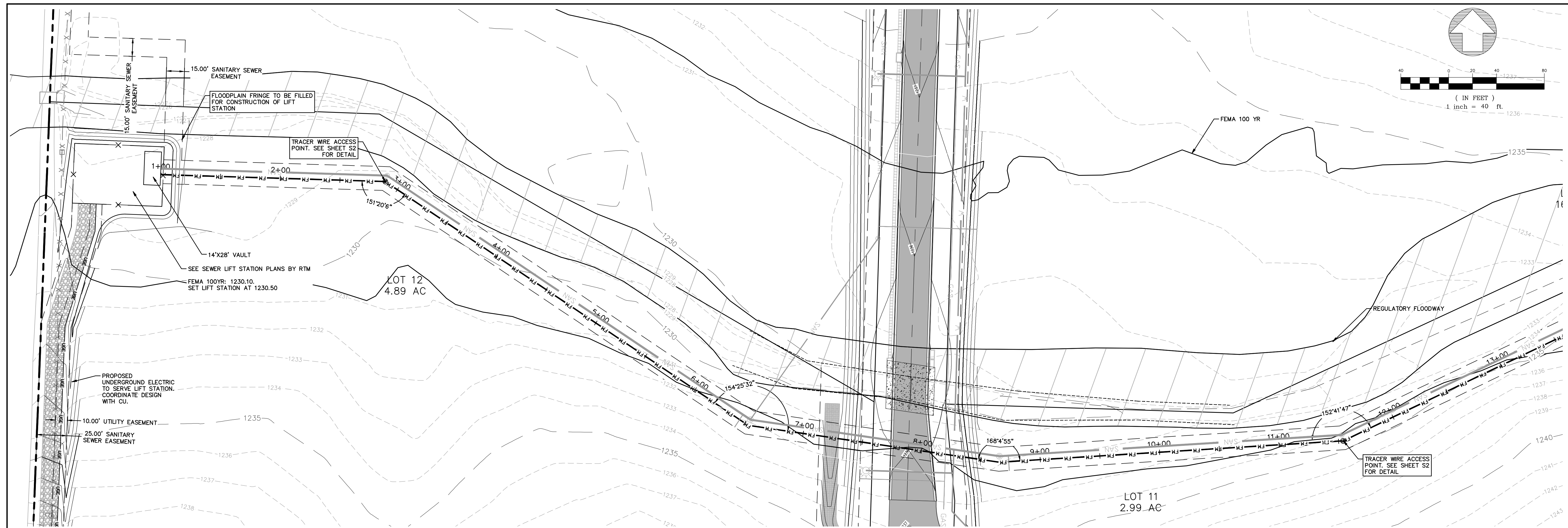
SANITARY SEWER LINE A
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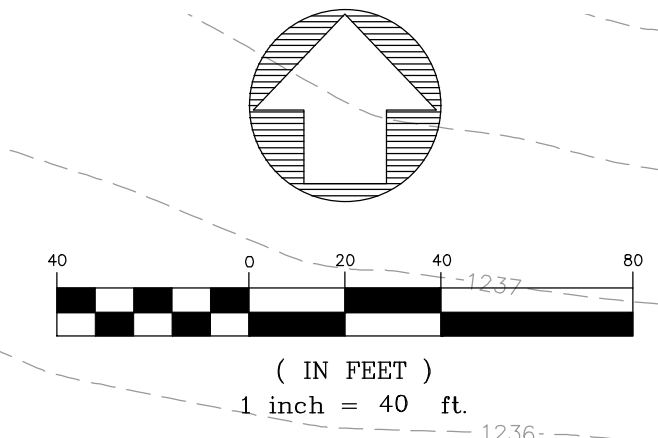
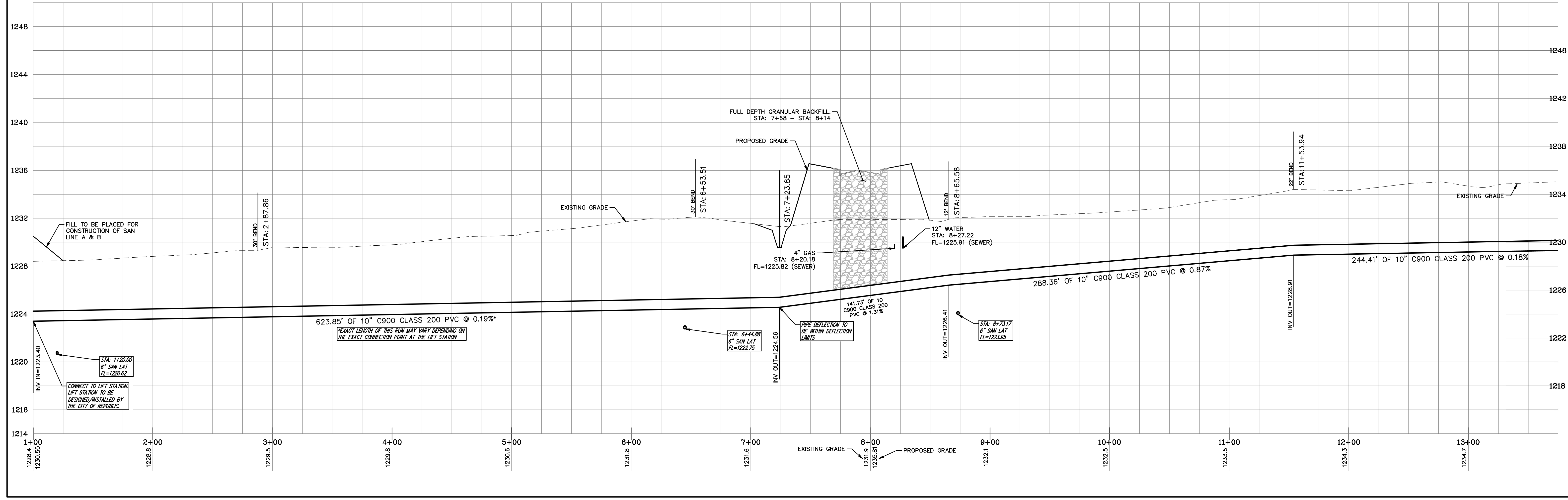


DATE: 2022-06-10
 SHEET: S4
 PROJECT: 2017
 FILE: Drury Lane Sanitary Sewer.dwg



SANITARY LINE B - STA 1+00 TO STA 13+75
PLAN AND PROFILE

HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

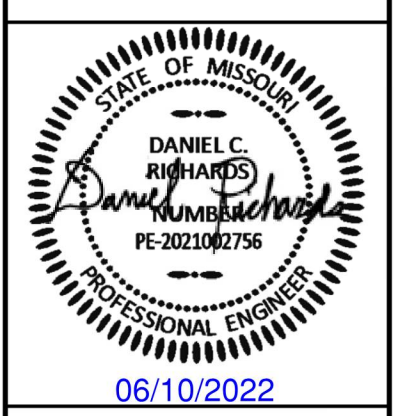
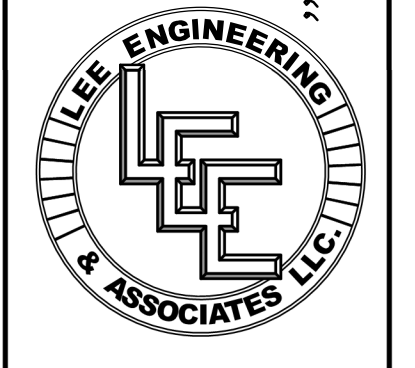


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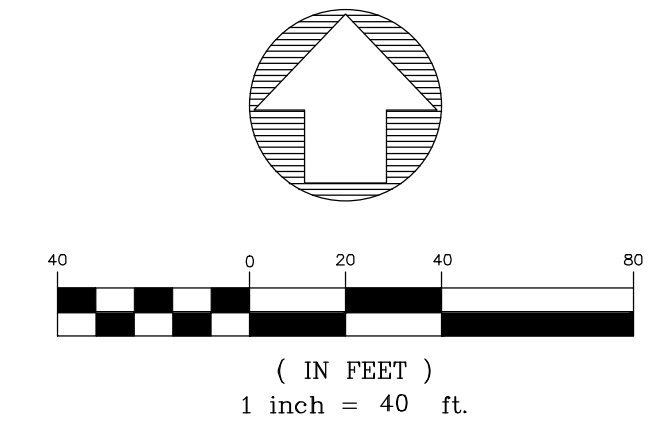
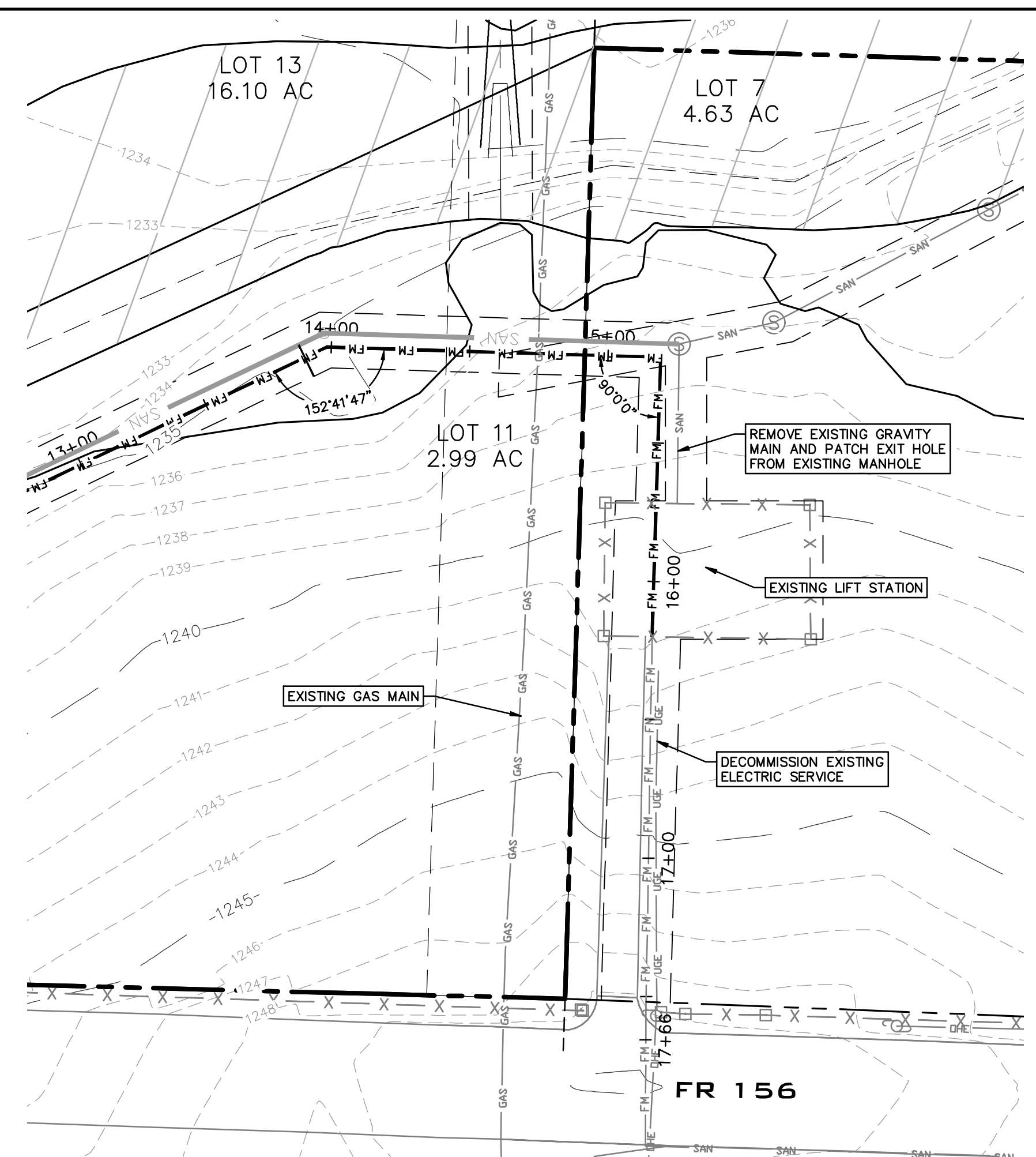
SANITARY SEWER LINE B
DRURY LANE EXTENSION
 HANKINS FARM
 2561 S STATE HWY MM
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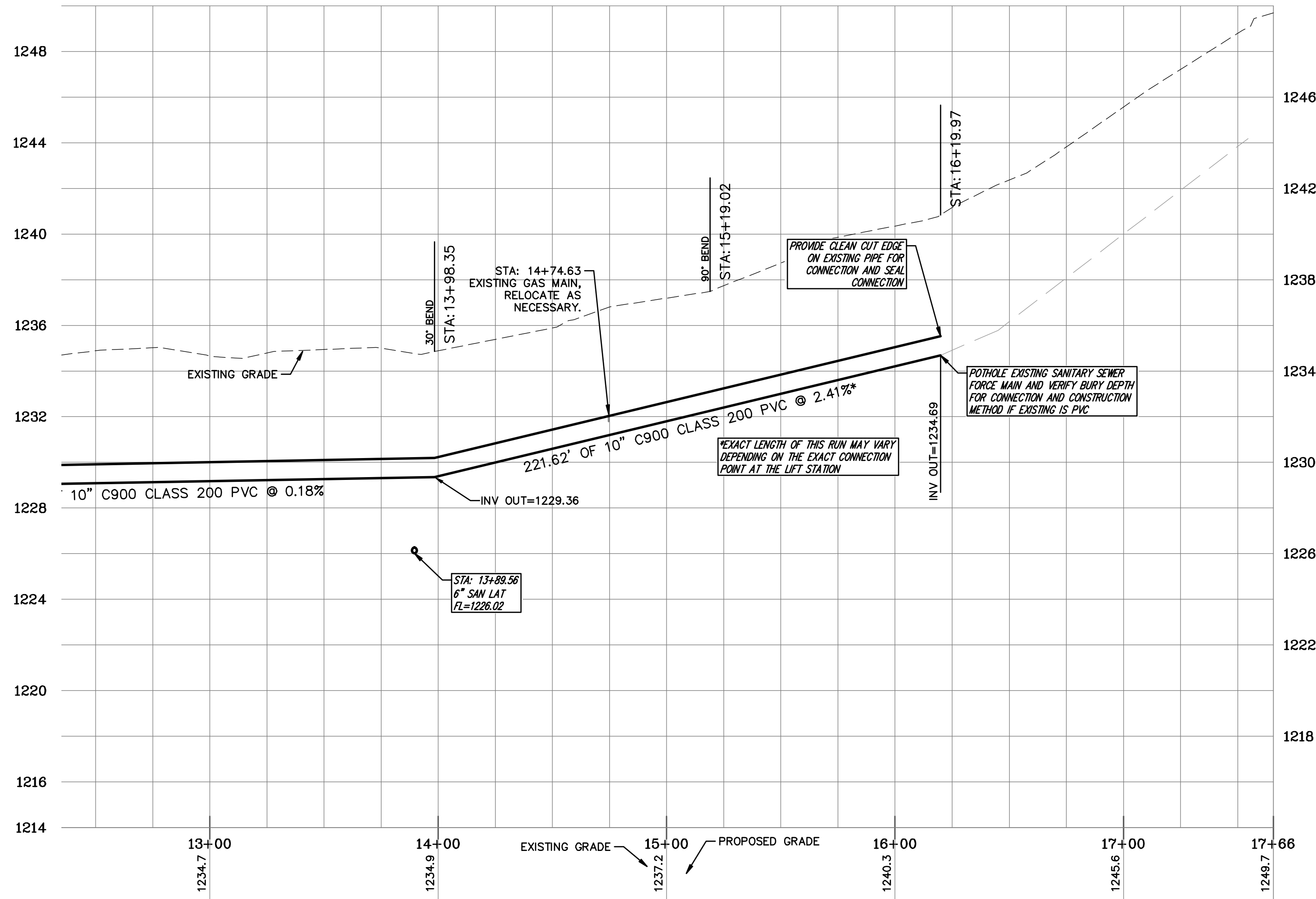
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 Springfield, Missouri 65804
 417-886-9100 (phone)
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 lee@leeengineering.biz



DATE: 2022-06-10
 SHEET: S5
 PROJECT: 2017
 FILE: Drury Lane Sanitary Sewer.dwg



SANITARY LINE B - STA 13+00 TO STA 17+56
PLAN AND PROFILE
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'



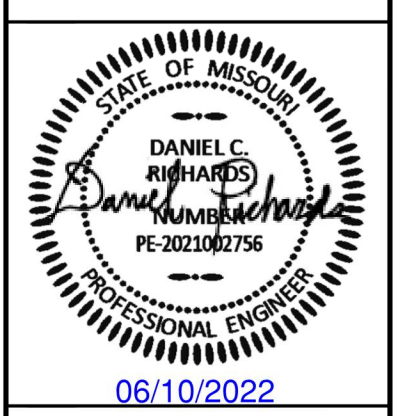
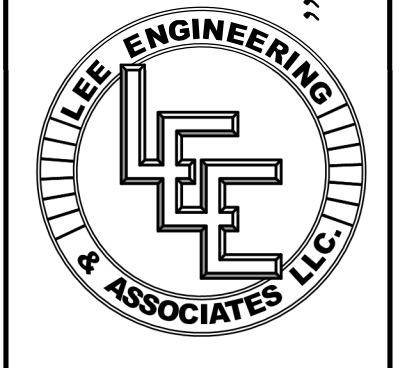
REVISIONS:	DATE:	BY:

SCALE: 1" = 40'
FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

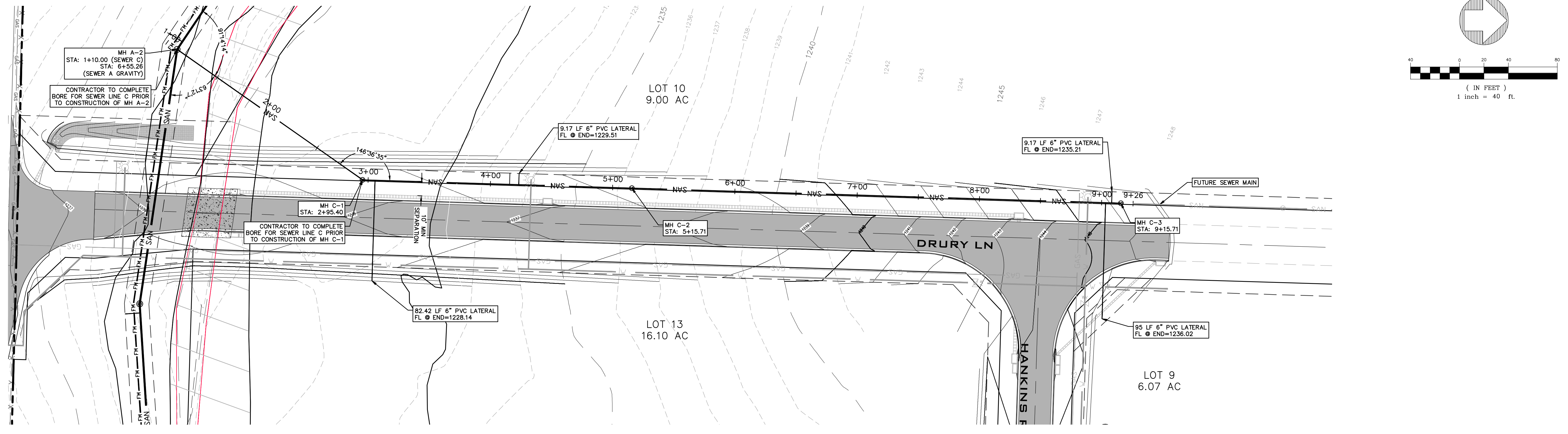
SANITARY SEWER LINE B
DRURY LANE EXTENSION
 HANKINS FARM
 2561 S STATE HWY MM
 REPUBLIC, MO

Missouri State Certificate of Authority
 Engineering #2035015504
 Land Surveying #2009028050

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DATE: 2022-06-10
 SHEET: S6
 PROJECT: 2017
 FILE: Drury Lane Sanitary Sewer.dwg

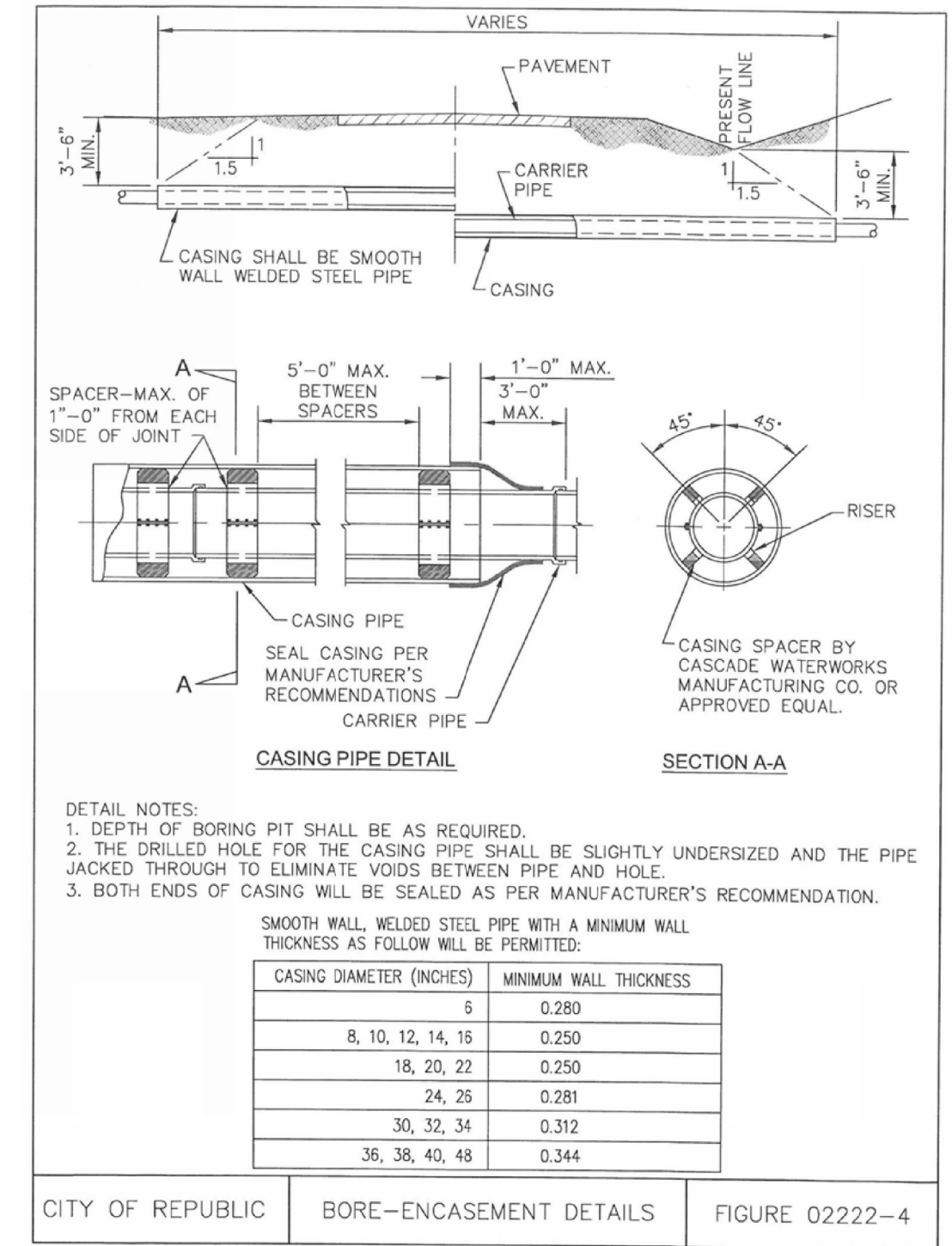
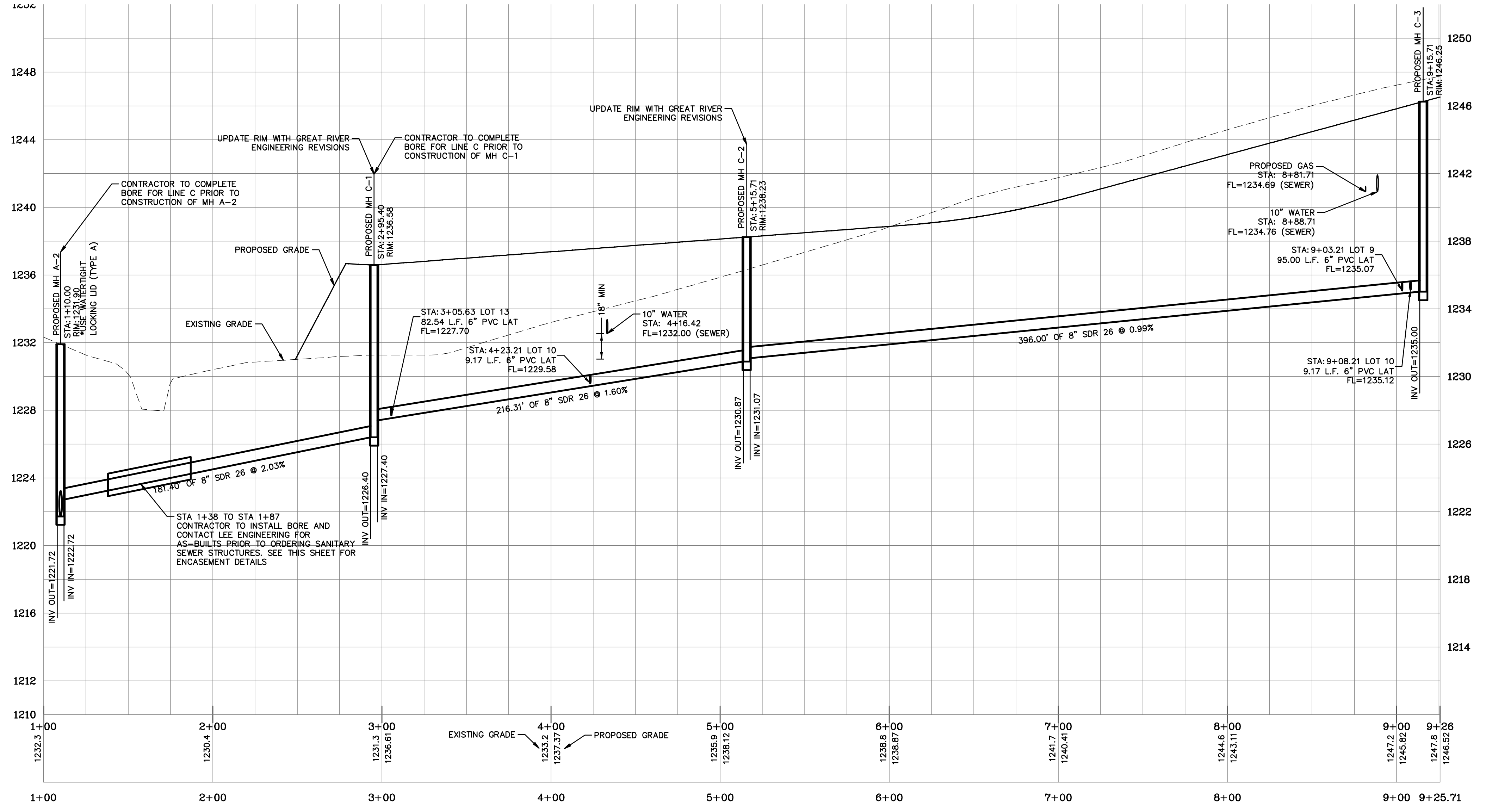


SANITARY LINE C STA 1+00 TO STA 8+00

PLAN AND PROFILE

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'

SANITARY LATERAL NOTES:
ALL LATERALS TO BE 6" AND INSTALLED WITH AN 8"x6" TEE AND FULL DEPTH GRANULAR BACKFILL. SEE PLAN AND PROFILE FOR ELEVATIONS. MINIMUM SLOPE ON ALL LATERALS IS 1.0%. PROVIDE 1" PVC END. SEE DETAIL SHEET FOR STANDARD LATERAL DETAIL.



REVISIONS:

SCALE: 1" = 40'

FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

SANITARY SEWER LINE C
DRURY LANE EXTENSION

HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MO

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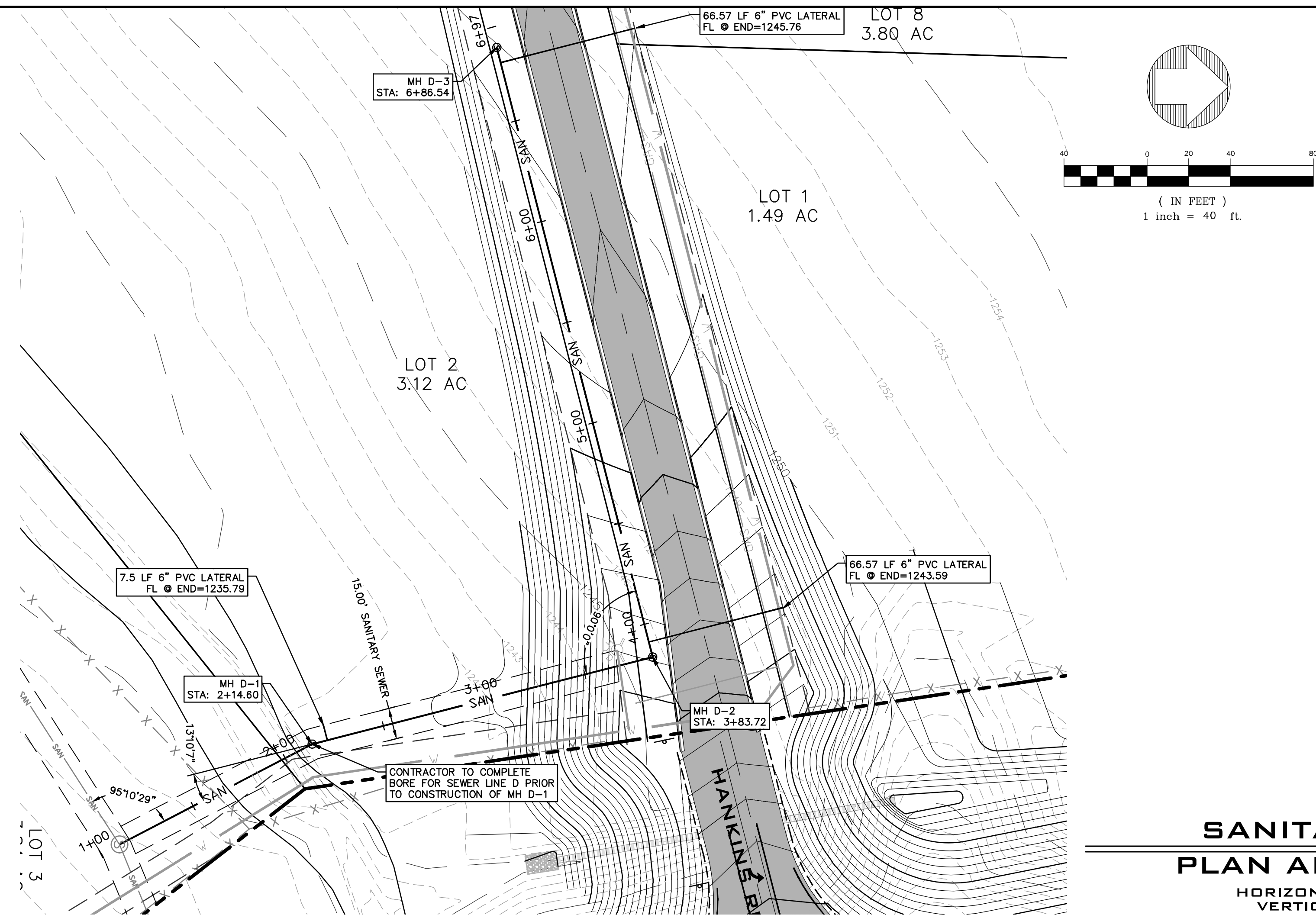
Engineering with Integrity

LEE ENGINEERING & ASSOCIATES, L.L.C.

DANIEL C. REINHARDT
Professional Engineer
PE-302188756

06/10/2022

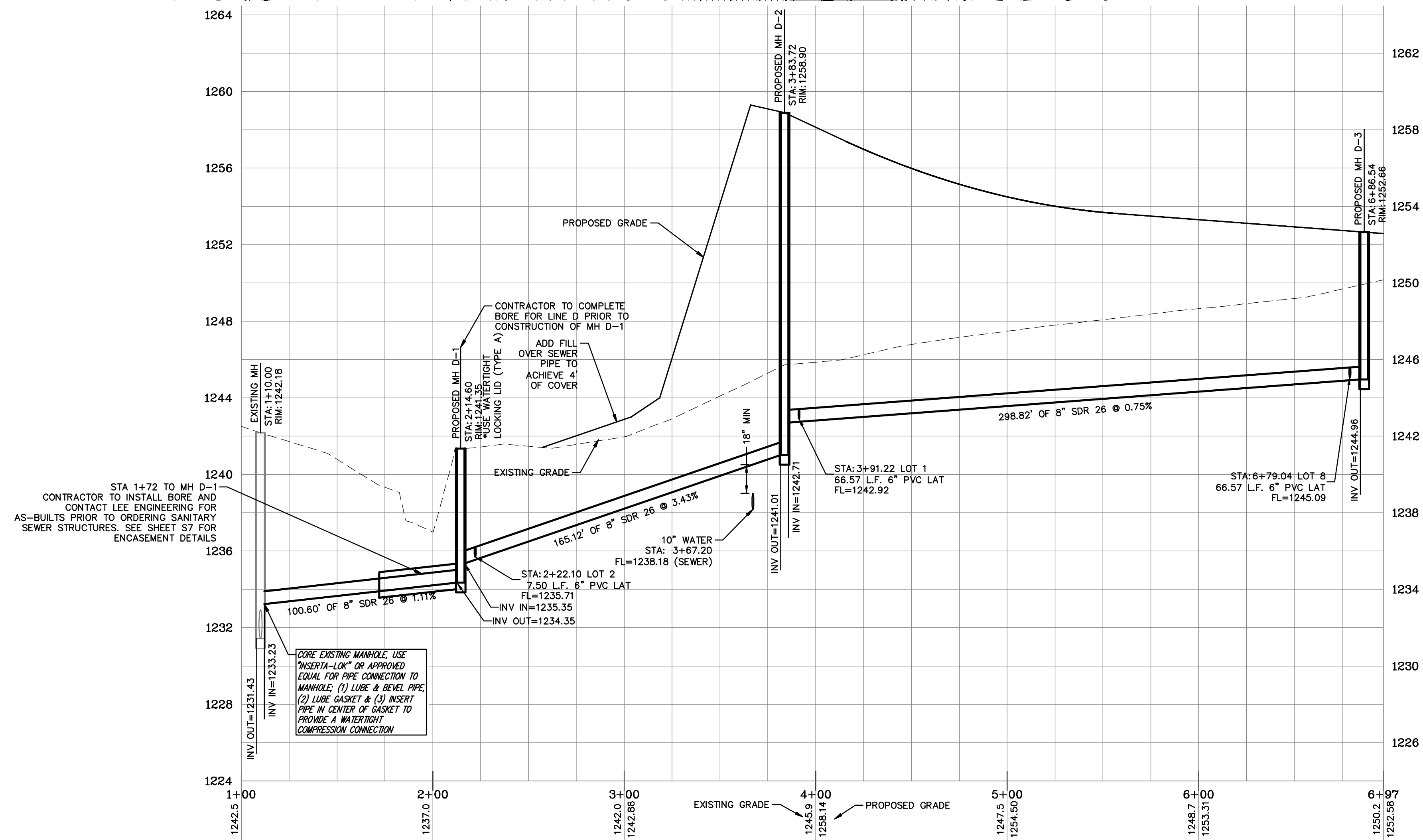
DATE: 2022-06-10
SHEET: S7
PROJECT: 2017
FILE: Drury Lane Sanitary Sewer.dwg



**SANITARY LINE D
PLAN AND PROFILE**

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'

SANITARY LATERAL NOTES:
ALL LATERALS TO BE 6" AND INSTALLED WITH AN 8"x6" TEE AND FULL DEPTH GRANULAR BACKFILL. SEE PLAN AND PROFILE FOR ELEVATIONS. MINIMUM SLOPE ON ALL LATERALS IS 1.0%. PROVIDE 1" PVC @ END. SEE DETAIL SHEET FOR STANDARD LATERAL DETAIL.

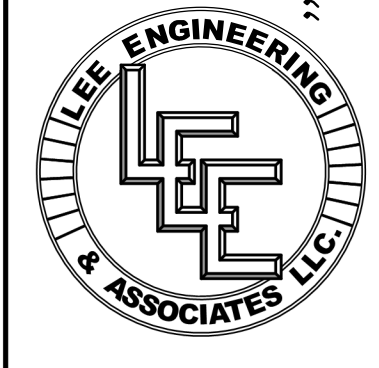


REVISIONS:	DATE:	BY:

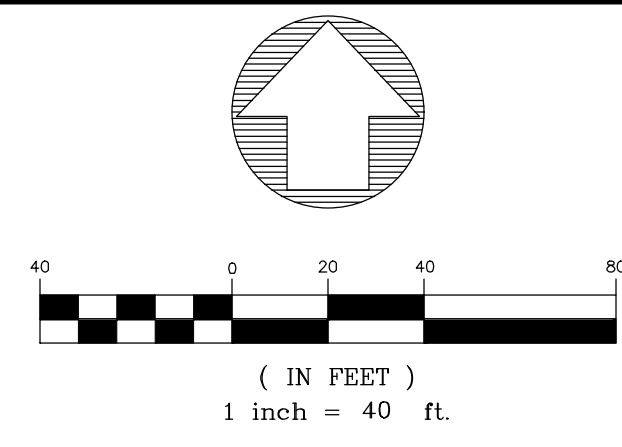
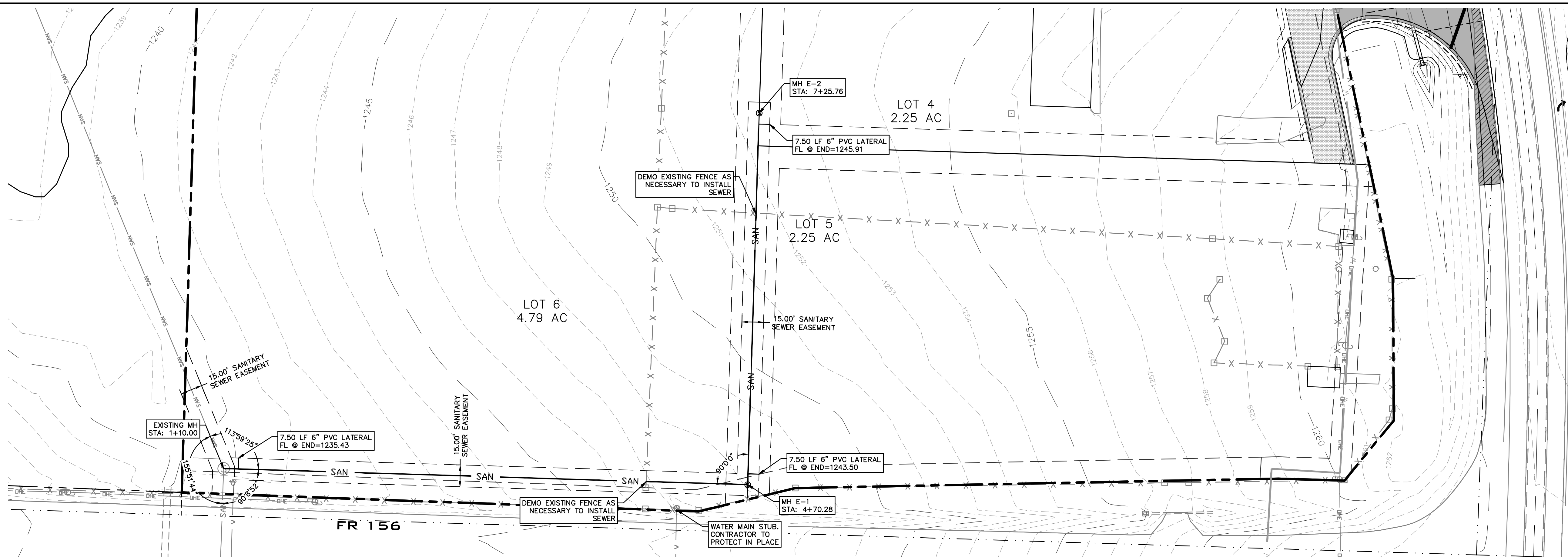
SCALE: 1" = 40'
FIELD BY: TS, JS
DRAWN BY: DCR
CHECKED BY: DCR

Missouri State Certificate of Authority
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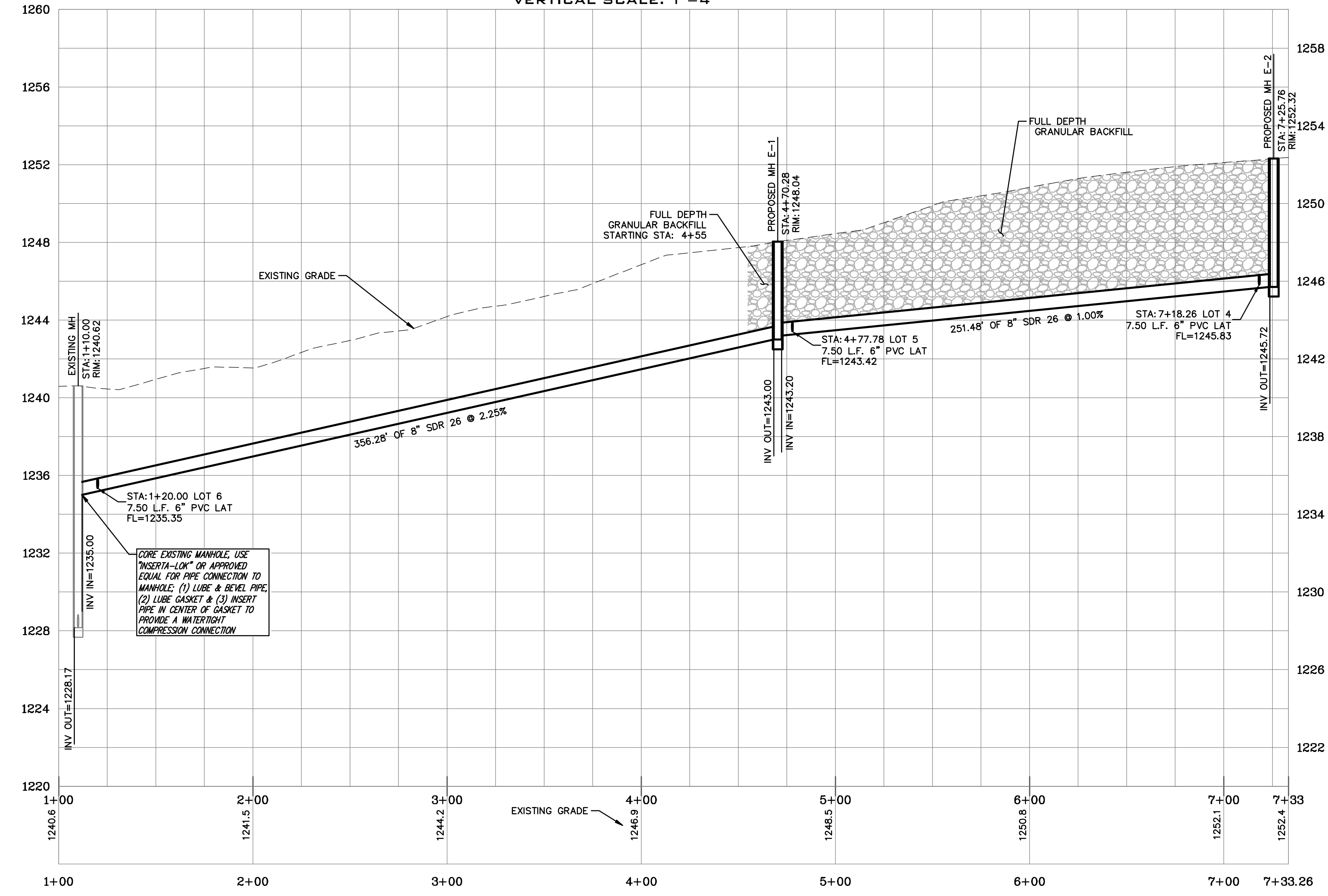
DATE: 2022-06-10
SHEET: S8
PROJECT: 2017
FILE: Drury Lane Sanitary Sewer.dwg

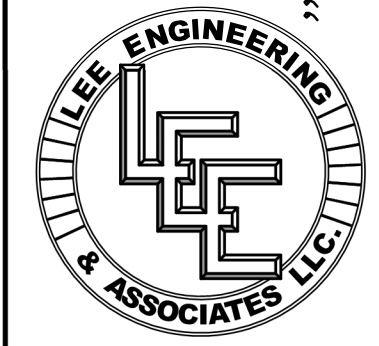



SANITARY LINE E - STA 1+00 TO STA 7+13
PLAN AND PROFILE

HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=4'

SANITARY LATERAL NOTES:
 ALL LATERALS TO BE 6" AND INSTALLED WITH AN 8"x6" TEE AND FULL DEPTH GRANULAR BACKFILL. SEE PLAN AND PROFILE FOR ELEVATIONS. MINIMUM SLOPE ON ALL LATERALS IS 1.0%. PROVIDE 1" PVC @ END. SEE DETAIL SHEET FOR STANDARD LATERAL DETAIL.



REVISIONS: SCALE: 1" = 40' FIELD BY: TS, JS DRAWN BY: ZNF CHECKED BY: DCR	DATE: _____ BY: _____	SANITARY SEWER LINE E DRURY LANE EXTENSION HANKINS FARM 2561 S STATE HWY MM REPUBLIC, MO
<small>Missouri State Certificate of Authority Engineering #2035015504 Land Surveying #2009028050</small>		
<small>LEE Engineering & Associates, L.L.C. 1200 E. Woodhurst Dr., Suite D200 Springfield, Missouri 65804 417-886-9100 (phone) 417-886-9336 (fax) dlee@leeengineering.biz</small>		
		
		
DATE: 2022-06-10 SHEET: S9 PROJECT: 2017 FILE: Drury Lane Sanitary Sewer.dwg		

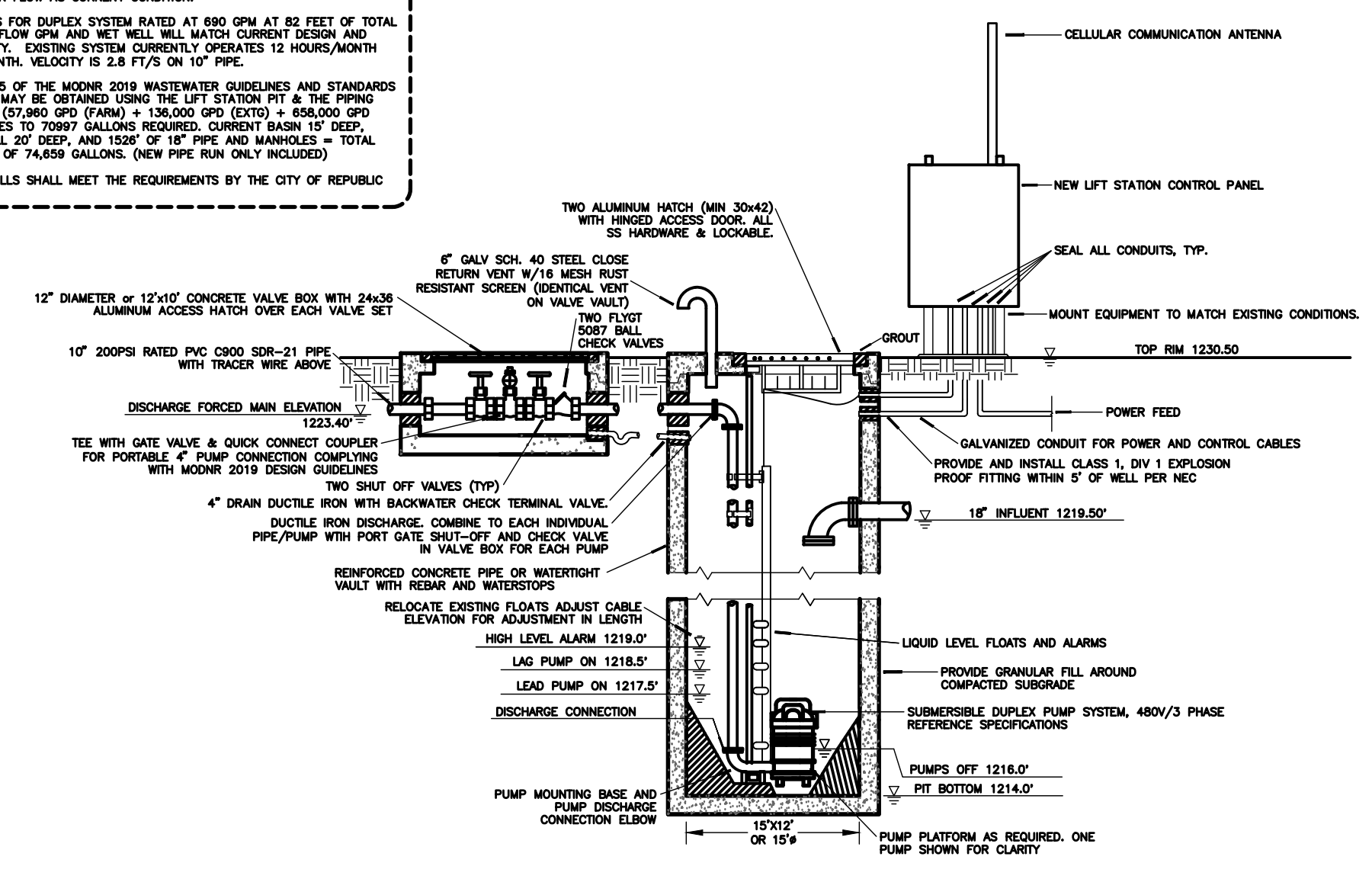
THE LIFT STATION DESIGN SHALL COMPLY WITH ALL 2018 MOORER WASTEWATER REGULATIONS AND STANDARDS. BACKUP POWER SHALL BE PROVIDED AS INDICATED. REFER TO PLANS AND SPECIFICATIONS FOR LIFT STATION REQUIREMENTS.

REFERENCE CIVIL DOCUMENT FOR ANTICIPATED PEAK HOURLY FLOW OF 2415 GPM OR STAGED GPD FOR NEW PUMP AREA. EXISTING CITY OF REPUBLIC STUDY NOTES 136,000 GPD PEAK FLOW AS CURRENT CONDITION.

SYSTEM DESIGN IS FOR DUPLEX SYSTEM RATED AT 400 GPM AT 80 FEET OF TOTAL DYNAMIC HEAD. FLOW GPM AND NET WELL WILL MATCH CURRENT DESIGN AND STORAGE CAPACITY. EXISTING SYSTEM CURRENTLY OPERATES 12 HOURS/MONTH AND 720 MIN/MONTH. VELOCITY IS 2.8 FT/S ON 10" PIPE.

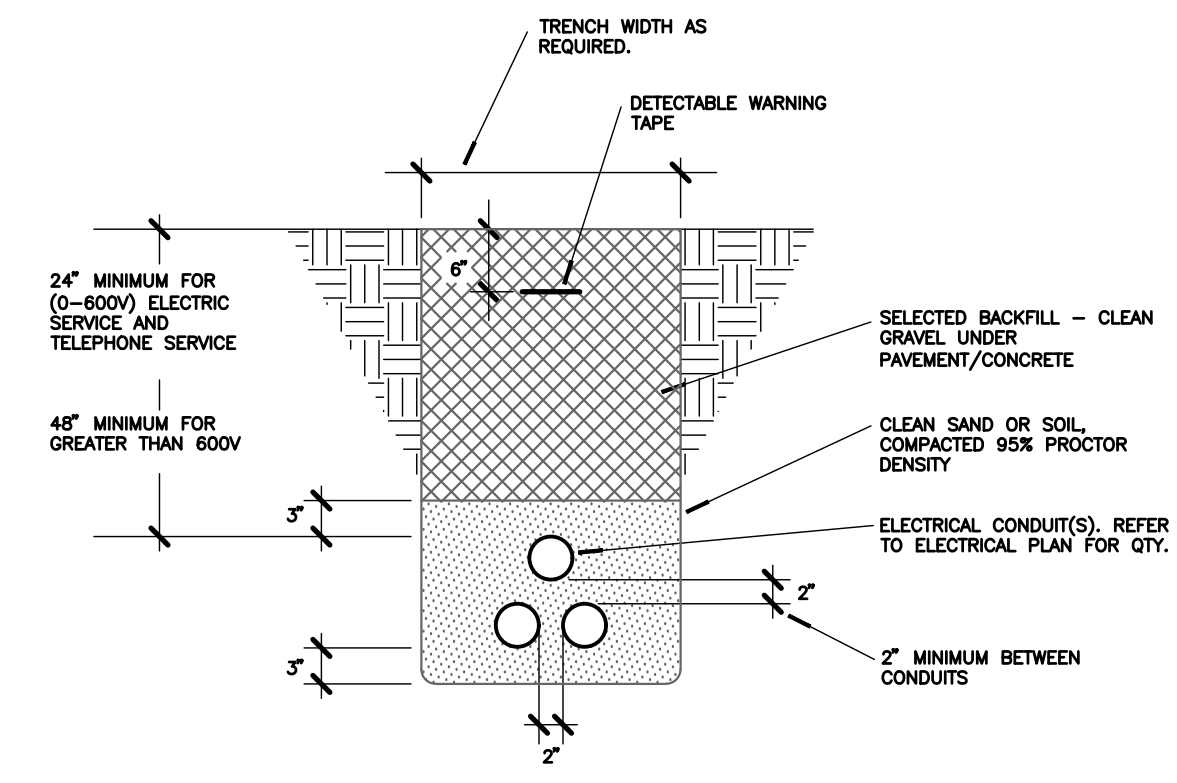
PER SECTION 4.6.5 OF THE MOORER 2018 WASTEWATER GUIDELINES AND STANDARDS 2-HR RETENTION MAY BE OBTAINED USING THE LIFT STATION PIT & THE PIPING AND MANHOLES. (57,000 GPD (DRAIN) + 136,000 GPD (EXTD) + 658,000 GPD (STORAGE) EQUATES TO 20007 GALLONS REQUIRED. CURRENT BASHN 15' DIA. EXISTING NET WELL 20' DIA. AND 152" OF 18" PIPE AND MANHOLES = TOTAL USABLE STORAGE OF 7438 GALLONS. (NOW PIPE RUN ONLY INCLUDED)

MANHOLE/NET WELLS SHALL MEET THE REQUIREMENTS BY THE CITY OF REPUBLIC.

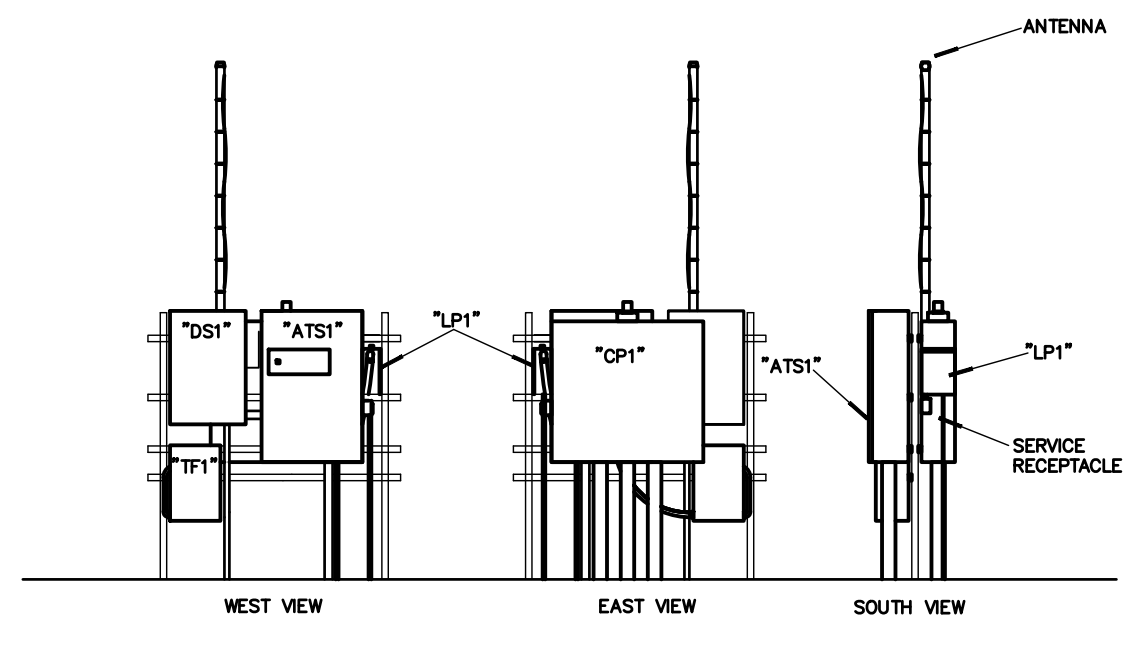


5
ME1
SANITARY LIFT STATION DETAIL
NO SCALE

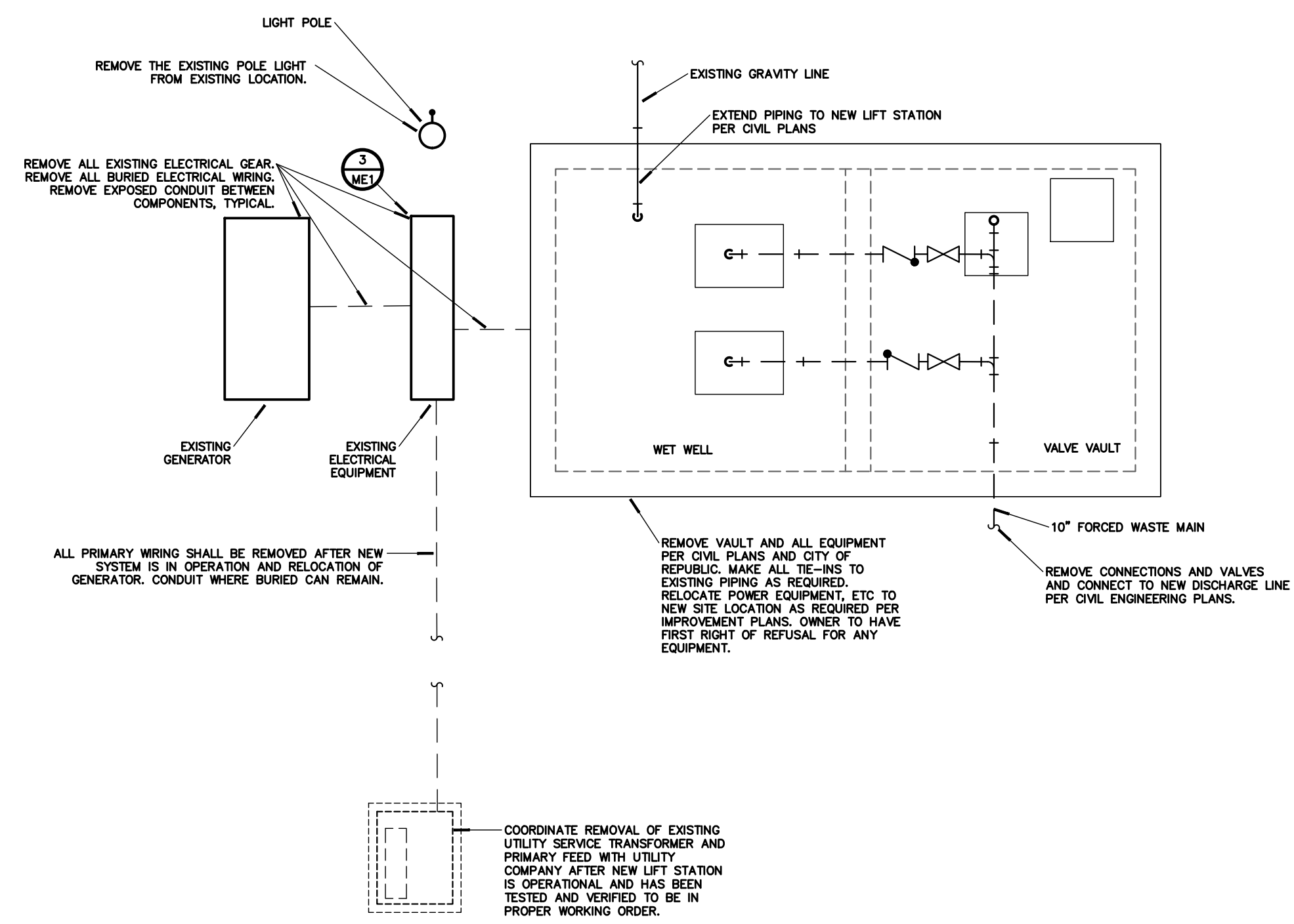
NOTES:
1. WHERE CROSSING OTHER UTILITIES, MAINTAIN 12" CLEARANCE.
2. TRENCH DEPTHS SHALL COMPLY WITH LOCAL ELECTRIC AND TELEPHONE UTILITY COMPANY CONSTRUCTION STANDARDS.



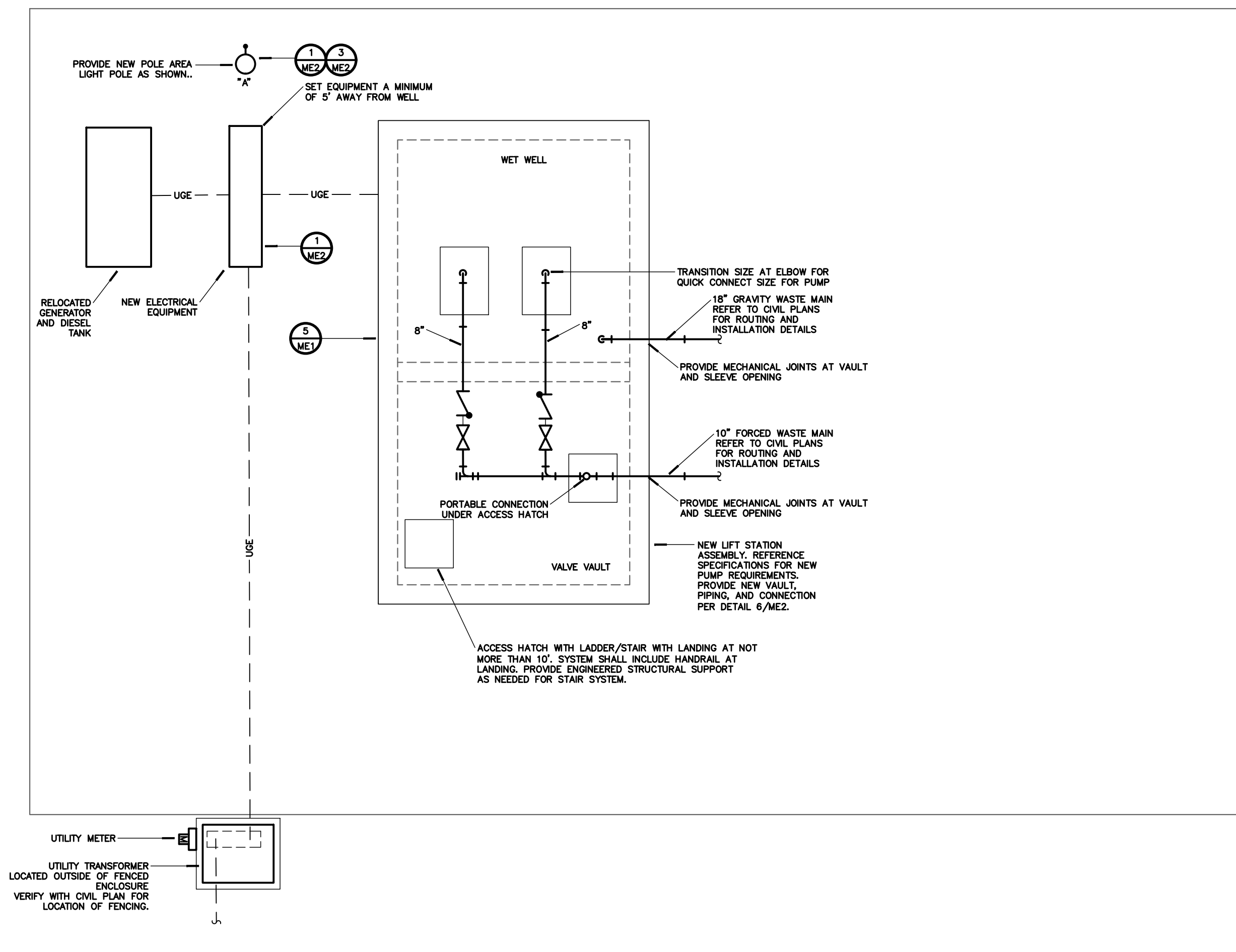
4
ME1
UNDERGROUND ELECTRICAL CONDUITS
NO SCALE



3
ME1
LIFT STATION EXISTING LAYOUT DIAGRAM
NO SCALE



2
ME1
LIFT STATION DEMOLITION PLAN
SCALE: 1"=5'
NORTH



1
ME1
LIFT STATION NEW PLAN
SCALE: 1"=5'
NORTH

NOTES:

GENERAL NOTES:

- CONTACT RTM ENGINEERING CONSULTANTS WITH MECHANICAL AND ELECTRICAL QUESTIONS AT (417) 881-0020. FOR MECHANICAL QUESTIONS CONTACT: JENNIFER LUCE, FOR ELECTRICAL QUESTIONS CONTACT: DEREK BLOOM.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- COORDINATE ALL EXISTING AND NEW SITE LOCATIONS, AND ELEVATIONS, WITH CIVIL DRAWINGS.
- ALL SITE DIMENSIONS ARE ASSUMED FROM EXISTING DRAWINGS AND SHALL BE VERIFIED PRIOR TO CONSTRUCTION. PLAN IS MEANT FOR LOCATIONAL PURPOSED AND IS DIAGRAMMATIC IN NATURE.

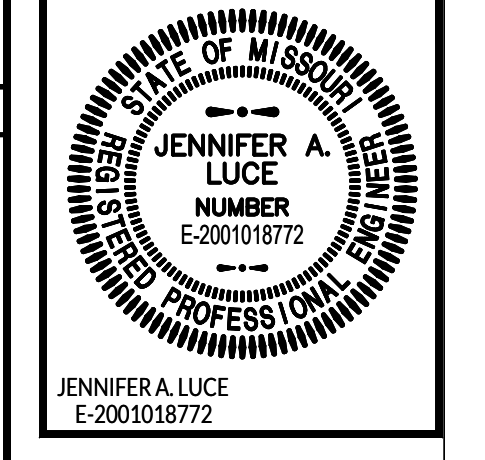
GENERAL MECHANICAL NOTES:

- ALL PLUMBING WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE AS ADOPTED BY THE CITY OF REPUBLIC, MISSOURI. INSTALLATIONS SHALL COMPLY WITH MDDOT GUIDELINES AND STANDARDS.
- REFERENCE CIVIL ENGINEERING PLANS FOR SITE PLANS AND ALL EXISTING AND NEW GRAVITY SEWER AND FORCED MAIN SEWER INSTALLATION AND CONNECTION INFORMATION.
- THE CONTRACTOR SHALL CONTACT THE OWNER AND COORDINATE ALL OUTAGES 5 DAYS PRIOR TO ANY SHUT-OFF OF SERVICES.
- CONTRACTOR SHALL SECURE AND PAY FOR NECESSARY MEP PERMITS AND CERTIFICATES OF INSPECTION REQUIRED BY GOVERNMENTAL ORDINANCES, LAWS, RULES, OR REGULATIONS.
- FINAL ACCEPTANCE OF WORK SHALL BE SUBJECT TO THE CONDITION THAT ALL SYSTEMS, EQUIPMENT, APPARATUS, AND APPLIANCES OPERATE SATISFACTORILY AS DESIGNED AND INTENDED. WORK SHALL INCLUDE REQUIRED REPLACEMENT, ADJUSTMENT OF SYSTEMS AND CONTROL EQUIPMENT AND ALL REQUIRED PROGRAMMING. INSTALLED. PROVIDE FOR ALL WORK INDICATED ON DRAWINGS OR AS REASONABLY IMPLIED.
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRIC CODE AS ADOPTED BY THE CITY OF REPUBLIC, MISSOURI.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONSTRUCTION PRIOR TO SUBMITTING HIS BID. NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS.
- PLANS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS.
- ALL CONDUIT BELOW GRADE SHALL BE PVC WHERE ALLOWED BY NEC. PROVIDE TRACER WIRE ABOVE ALL CONDUITS BELOW GRADE.
- ALL CONDUIT ABOVE GRADE SHALL BE RIGID STEEL.
- ALL POWER CIRCUITS SHALL HAVE A GROUNDING CONDUCTOR.
- ALL ELECTRICAL SHALL BE RATED FOR EXTERIOR EXPOSURE UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL GUARANTEE ALL EQUIPMENT, ACCESSORIES, AND MATERIAL FURNISHED UNDER THIS CONTRACT FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.
- ALL POWER CIRCUITS AND MOTOR LOADS SHALL BE PROVIDED WITH DEDICATED NEUTRALS.
- CONTRACTOR SHALL PROVIDE PULL WIRE IN ALL EMPTY CONDUITS.

SITE UTILITY NOTES:

- CONTRACTOR SHALL CONTACT CITY UTILITIES AND ARRANGE FOR ELECTRICAL SERVICE AT THE NEW LIFT STATION AS INDICATED ON DRAWINGS. INCLUDE ALL COSTS, CHARGES, FEES, ETC. INCURRED BY THE UTILITY COMPANY INTO THE BID. PROVIDE ALL MATERIALS AS REQUIRED BY LOCAL AUTHORITIES FOR ELECTRIC SERVICE INSTALLATION. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF LOCAL AUTHORITIES.

CONTACT RTM ENGINEERING CONSULTANTS WITH QUESTIONS:
OFFICE PHONE (417) 881-0020
JENNIFER LUCE FOR MECHANICAL
DEREK BLOOM FOR ELECTRICAL

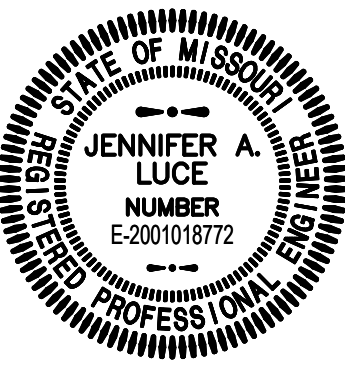


JENNIFERA.LUCE
E-2001018772

CITY OF REPUBLIC, MO
DRURY LANE EXTENSION
HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MISSOURI 65738



DATE: 04-11-22
PROJECT NUMBER: 22LEE001
DRAWN BY: EDH/AGB
CHECKED BY: JAL
SHEET NUMBER: ME1



JENNIFERA.LUCE
E-2001018772

CITY OF REPUBLIC, MO
DRURY LANE EXTENSION
HANKINS FARM
2561 S STATE HWY MM
REPUBLIC, MISSOURI 65738

rtm
engineering consultants
Batfield Road, Ste. 1000, Springfield, MO 65804
3333 E. rtmassociates.com | 417.881.0020
state of missouri certificate of authority #2008028 for engineering

DATE: **04-11-22**
PROJECT NUMBER: **22LEE001**
DRAWN BY: **EDH/AGB**
CHECKED BY: **JAL**
SHEET NUMBER

ME2

NOTES:

- VERIFY ALL PUMP POWER AND CONTROL CABLE REQUIREMENTS WITH PUMP AND CONTROL PANEL PROVIDER PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL PROVIDE A NEMA 3R RATED ENCLOSURE TO TAP CONDUCTORS AS SHOWN. PROVIDE A POWER DISTRIBUTION BLOCK(S) WITH CONDUCTOR PORTS CAPABLE OF TERMINATING THE WIRE GAUGES AS SHOWN. ADHERE TO ALL TAP RULE REQUIREMENTS PER THE NEC.
- BRANCH CIRCUIT & FEEDER SCHEDULE:**
- 3 - #3/0 AND 1 - #6 GROUND IN 2" CONDUIT.
 - 3 - #1/0 AND 1 - #6 GROUND IN 1.5" CONDUIT.
 - 3 - #6 AND 1 - #10 GROUND IN 0.75" CONDUIT.
 - 4 - #4 AND 1 - #10 GROUND IN 1" CONDUIT.
 - 3 - #10 AND 1 - #10 GROUND IN 0.75" CONDUIT.
 - #4AWG-4 + #14AWG-4, SUBMERSIBLE, HARSH CONDITIONS, 600V, VFD RATED POWER CABLE: H07RN8-F PLUS / RHW-2 OR EQUAL.
 - 501.5 SUBMERSIBLE, HARSH CONDITIONS, 600V, CONTROL CABLE: H07RN-F OR EQUAL.
 - 1 - #4 GROUNDING ELECTRODE CONDUCTOR.
 - 1 - #6 GROUNDING ELECTRODE CONDUCTOR.

MECHANICAL SYMBOLS:

- SHUT-OFF VALVE
- CHECK VALVE
- WASTE PIPING - ABOVE FLOOR
- WASTE PIPING - BELOW FLOOR

ELECTRICAL SYMBOLS:

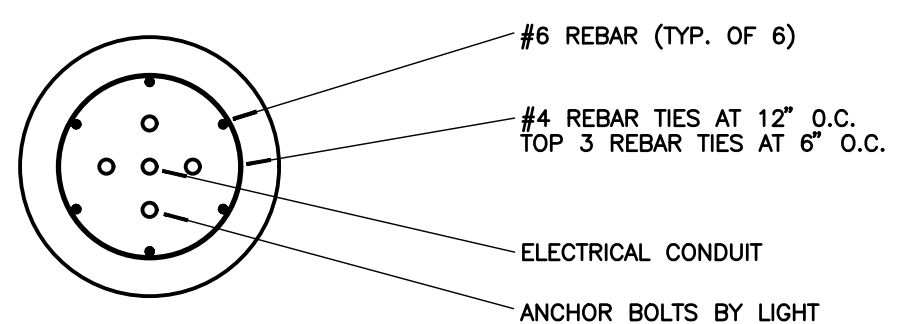
- EXPOSED CONDUIT
- HOME RUN - DIAGONAL LINES INDICATE NUMBER OF WIRES, ARROWS INDICATE NUMBER OF CIRCUITS
- #18 WIRE
- #16 WIRE
- #14 WIRE
- #12 WIRE
- SHEATHED CABLE
- BRANCH CIRCUIT OR FEEDER - SEE SCHEDULE FOR CONDUCTOR & CONDUIT QUANTITY & SIZE
- FLEXIBLE CONDUIT
- GROUND WIRE
- DUPLIX 20AMP, 125V, 2P, 3W GROUNDING TYPE RECEPTACLE
- DISCONNECT SWITCH
- UG - UNDERGROUND ELECTRIC
- OHE - OVERHEAD ELECTRIC
- LIGHTING & APPLIANCE PANEL

PLAN NOTATIONS:

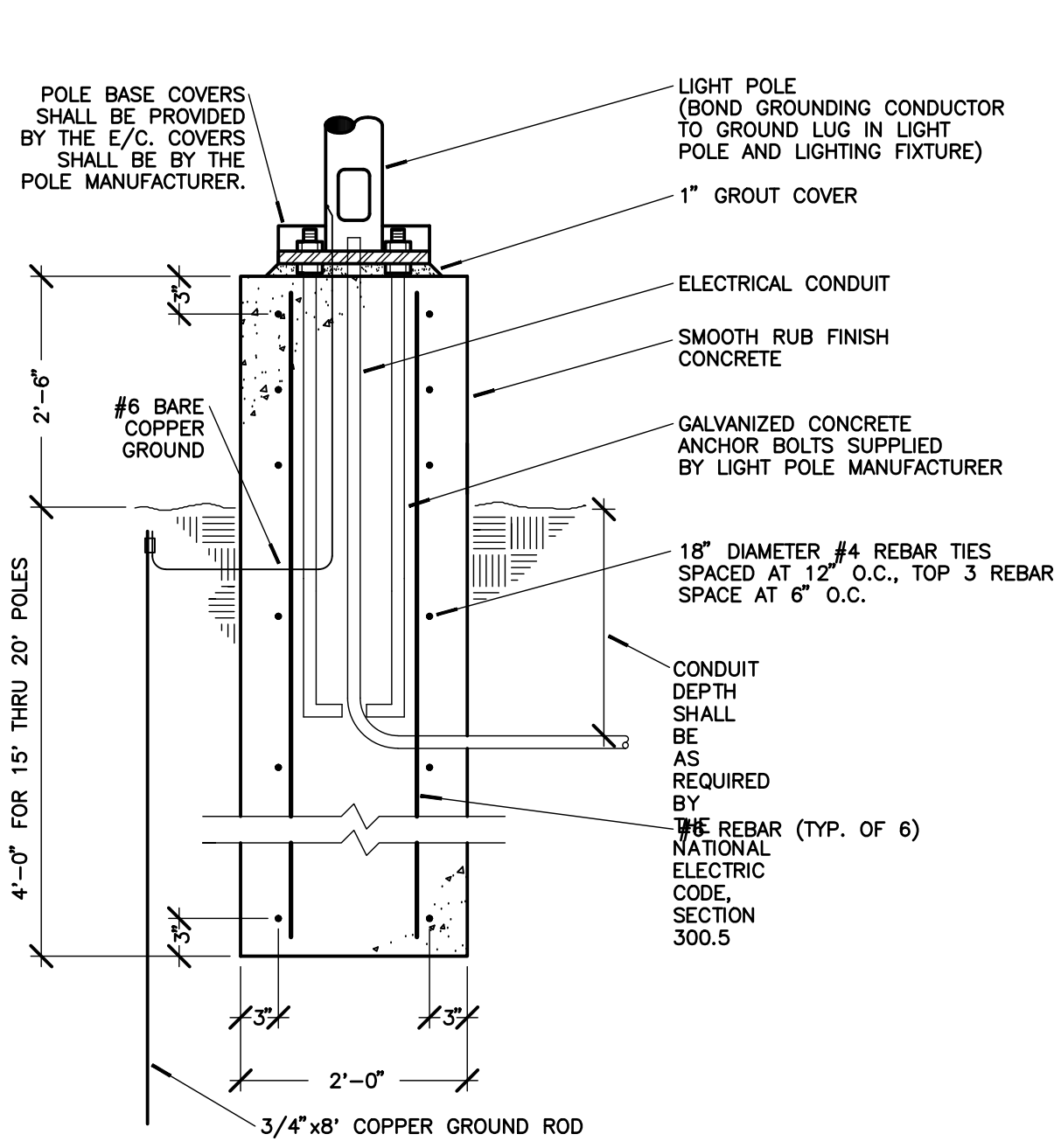
- INDICATES DIRECTION OF NORTH
- DETAIL REFERENCE - UPPER NUMBER INDICATES DETAIL NUMBER, LOWER NUMBER INDICATES SHEET NUMBER.
- PLAN NOTE REFERENCE
- ROOM NUMBER REFERENCE
- INDICATES CONNECTION TO EXISTING SYSTEM

ELECTRICAL NOTATIONS:

- THESE LETTERS ADJACENT TO ANY SYMBOL INDICATES DEVICE BOTTOM TO BE MOUNTED 4" ABOVE COUNTERTOP BACKSPASH
- THESE LETTERS ADJACENT TO ANY SYMBOL INDICATES GROUND FAULT INTERRUPTER
- THESE LETTERS ADJACENT TO ANY SYMBOL INDICATES WEATHER-PROOF ENCLOSURE
- THESE LETTERS ADJACENT TO ANY SYMBOL INDICATES WEATHER-PROOF IN-USE ENCLOSURE
- THESE LETTERS ADJACENT TO ANY SYMBOL INDICATES EXPLOSION-PROOF ENCLOSURE
- DIMENSIONS ADJACENT TO ANY SYMBOL INDICATES MOUNTING HEIGHT TO CENTERLINE OF DEVICE
- INDICATES HOMERUNS WITH SAME CIRCUIT NUMBER TO BE WIRED TOGETHER ON SAME CIRCUIT.



2 GROUNDING ELECTRODE DETAIL
ME2 NO SCALE



3 LIGHT POLE BASE DETAIL
ME2 NO SCALE

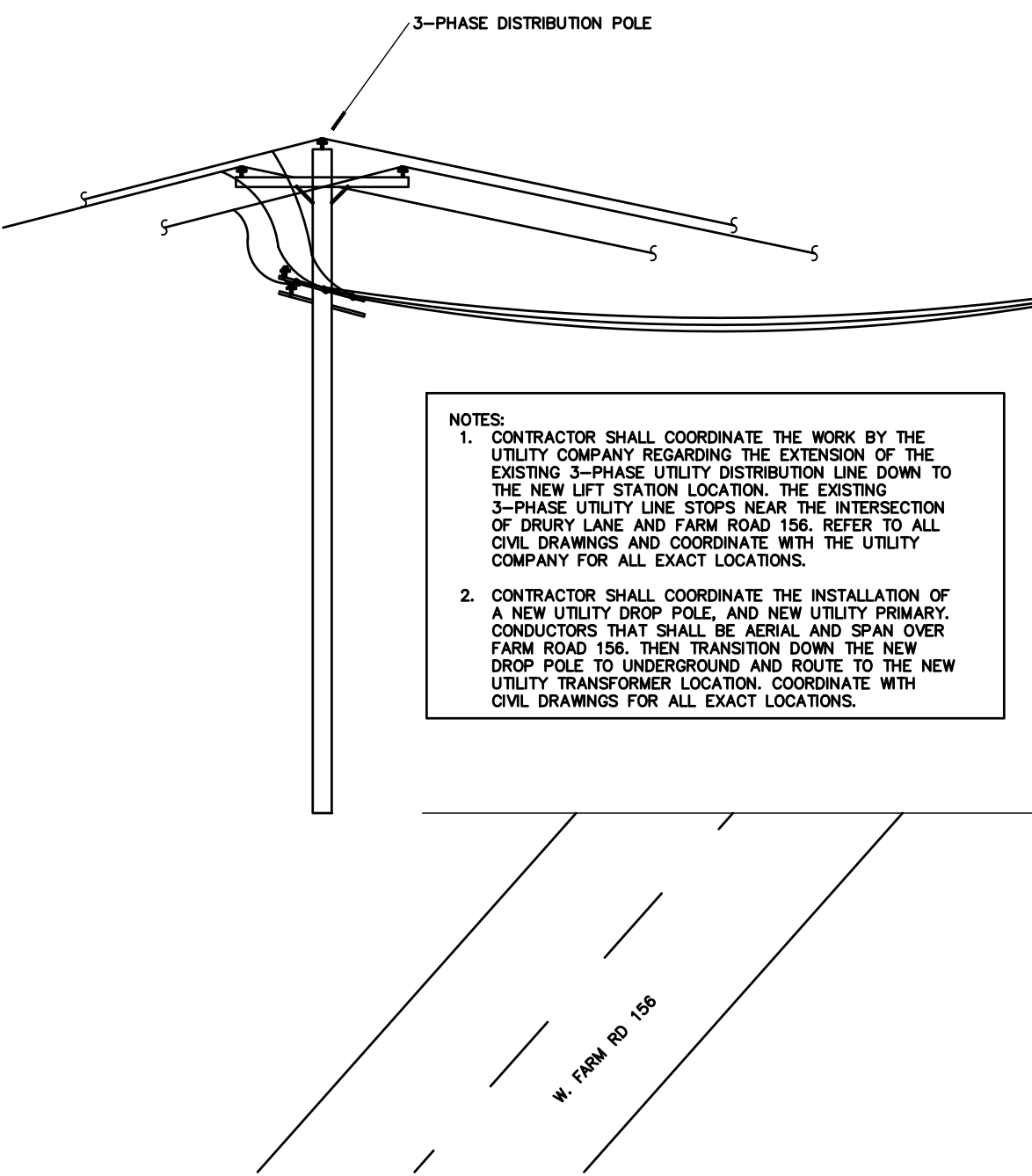
LIGHT FIXTURE SCHEDULE

MARK	MFG.	CATALOG #	MTG.	FINISH	LAMPS		EQUIVALENT
					TYPE	CODE	
"A"	COOPER	GLEON-SA2-C-740-U-T4W-BK-SBC	POLE	BLACK	LED	15,700 LM, 4000K, 129W	1, 2, LI, LSI, WI

NOTES:
1. PROVIDE WITH A 1 1/2" SQUARE STEEL LIGHT POLE.
2. PROVIDE WITH INTEGRAL PHOTOCELL.

ABBREVIATIONS:

Ab - ABOLITE	GE - GENERAL ELEC	LC - LITECONTROL	Pg - PROGRESS	MTG - MOUNTING
AL - ALCO	GU - GUTH	Le - LEVITON	PR - PRESOLITE	REC - RECESSED
AP - APPLETON	Ho - HALO	LI - LITHONIA	PS - PASS & SEYMOUR	SURF - SURFACE
AA - ARCH AREA LIGHTING	Ho - HOLLOWAY	LL - LONG LIGHTS	Ro - ROBERTS	TRK - TRACK
Ch - CHORDIC	Ho - HUBBELL	Ln - LINEAR LIGHTING	SI - STAFF	TRK - TRACK
CL - COAST LIGHTING	Hy - HYREL	Lt - LIGHTOLIER	SO - SIGNIFY	CABL - CABLE
Co - COLUMBIA	ICE - ICE	LUM - LUMARK	SP - SPAULDING	MFG - MANUFACTURER
Ch - CROUSE-HINDS	In - INDALUX	Mo - MARCO	SP1 - SP1	QTY - QUANTITY
Dh - DEVINE	Ke - KENALL	Me - METALUX	ST - STERNER	FLU - FLUORESCENT
DL - DUAL-LITE	KiM - KIM	MG - MCGRAW EDISON	SL - SURE-LITES	INC - INCANDESCENT
EP - EEP LIGHTING	KV - KURT VERSEN	Nu - NULITE	Sv - SYLVAN	HID - HIGH INTENSITY
EL - EMERGI-LITE	LAM - LAM	Pe - PEERLESS	Ti - TIVOLI	DIS - DISCHARGE
FS - FAIL-SAFE	La - LIGHTALARMS	Pd - PRUDENTIAL	WI - WILLIAMS	UNIV - UNIVERSAL



1 LIFT STATION NEW ELECTRIC RISER DIAGRAM
ME2 NO SCALE

TRANSFORMER SCHEDULE

MARK	EQUIPMENT SERVED AND LOCATION	RATING		MOUNTING	PRIMARY		SECONDARY	
		KVA	PHASE		VOLTAGE	CONNECTION	VOLTAGE	CONNECTION
"TF1"	"LP1"	15	3P	PAD	480	DELTA	120/208	WYE

DISCONNECT SWITCH SCHEDULE

MARK	LOAD EQUIPMENT SERVED	VOLTS	SWITCH		FUSE	ENCLOSURE	NOTES:
			DUTY	AMP			
"DS1"	AUTOMATIC TRANSFER SWITCH "ATS1"	480	SER	200	3	150 RK1 NEMA 3R	4
"DS2"	TRANSFORMER "TF1"	480	HD	30	3	25 RK1 NEMA 3R	
"DS3"	CONTROL PANEL "CP1"	480	HD	200	3	150 RK1 NEMA 3R	

ABBREVIATIONS:
GD - GENERAL DUTY
HD - HEAVY DUTY

NOTES:
1. SOLID NEUTRAL
2. SWITCHED NEUTRAL
3. DRY CONTACTS FOR SWITCH POSITION
4. SERVICE RATED

NEW CIRCUIT BREAKER LOAD CENTER SCHEDULE

CIRC NO.	LOAD DESCRIPTION	CIRCUIT BREAKER AMPS	CIRCUIT BREAKER ACC.	LOAD (VA)	PHASE LOADS (VA)			LOAD (VA)	CIRCUIT BREAKER AMPS	CIRCUIT BREAKER ACC.	LOAD DESCRIPTION	CIRC NO.
					A	B	C					
1	BLOCK HEATER	20		1667	1667	1334	0	20		PORT. GEN. BLOCK HEATER RECEPT	2	
3	BATTERY CHARGER	20		1334	1334	0	0	20		-	4	
5	SERVICE RECEPTACLE	20		180	0	0	420	240		POLE LIGHT	6	
7	SPARE	20		0	0	0	0	20		PORT. GEN. BATT CHARGE RECEPT	8	
9	SPARE	20		0	0	0	0	20		SPARE	10	
11	SPARE	20		0	0	0	0	20		SPARE	12	
13	SPARE	20		0	0	0	0	20		SPARE	14	
15	SPARE	20		0	0	0	0	20		SPARE	16	
17	SPARE	20		0	0	0	0	20		SPARE	18	
19	SPARE	20		0	0	0	0	20		SPARE	20	
21	SPARE	20		0	0	0	0	20		SPARE	22	
23	SPARE	20		0	0	0	0	20		SPARE	24	
25	SPARE	20		0	0	0	0	20		SPARE	26	
27	SPARE	20		0	0	0	0	20		SPARE	28	
CONNECTED SUBTOTAL (VA):				1667	1334	420	3421	TOTAL CONNECTED (VA)				
*DIVERSIFIED COOLING TOTAL (VA):				1667	1334	420		CONTROLLING LOAD				
*DIVERSIFIED HEATING TOTAL (VA):				1667	1334	420		1.25 FUTURE FACTOR (INCLUDED)				
PHASE LOADS (AMPS):				14	12	4	18	CALCULATED PANEL SIZING AMPS				

CIRCUIT BREAKER ACC. ABBREVIATIONS:
GF - GROUND-FAULT CIRCUIT INTERRUPTER
AF - ARC-FAULT CIRCUIT INTERRUPTER
ST - SHUNT TRIP
HLON - HANDLE-LOCK ON DEVICE
HLO - HANDLE-LOCK OFF DEVICE
EPD - EQUIPMENT PROTECTION DEVICE

PANEL NOTES/ACCESSORIES:
1. -
2. -
3. -

(* DIVERSIFIED LOADS HAVE BEEN CALCULATED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE.)

SECTION 220000 – GENERAL PLUMBING REQUIREMENTS

1.1 SUMMARY 1
 1.2 SPECIFICATION FORM AND DEFINITIONS 1
 1.3 GENERAL EXTENT OF WORK 1
 1.4 LOCAL CONDITIONS 2
 1.5 CODES, ORDINANCES, RULES, AND REGULATIONS 2
 1.6 CONTRACT CHANGE 2
 1.7 LOCATIONS AND INTERFERENCES 3
 1.8 SYSTEM PERFORMANCE 4
 1.9 WARRANTY 4
 1.10 MATERIALS, EQUIPMENT, AND SUBSTITUTIONS 4
 1.11 SHOP DRAWINGS, OPERATION, AND MAINTENANCE INSTRUCTION 5
 1.12 PROPOSED VALUE ENGINEERING/PROJECT SCOPE REVISIONS 6
 1.13 CAD/BIM FILE REQUESTS 7
 1.14 CUTTING AND PATCHING 7
 1.15 MUTILATION 7
 1.16 SETTING, ADJUSTMENT AND EQUIPMENT SUPPORTS 7
 1.17 START-UP, CHANGE-OVER, TRAINING, AND OPERATIONAL CHECKS 7
 1.18 MAINTENANCE OF SYSTEMS 8
 1.19 PROTECTION AND CLEANING OF SYSTEMS AND EQUIPMENT 8
 1.20 PAINTING OF MATERIAL 8
 1.21 RECORD DOCUMENTS 8

SECTION 221343 – SUBMERSIBLE WASTEWATER PUMP STATION

1.1 SUMMARY 1
 1.2 REFERENCES 1
 1.3 SUBMITTALS 1
 1.4 QUALITY ASSURANCE 1
 1.5 FACTORY ASSEMBLY 2
 2.1 ACCEPTABLE MANUFACTURERS 2
 2.2 GENERAL REQUIREMENTS 2
 2.3 DESIGN REQUIREMENTS 2
 2.4 MATERIALS AND CONSTRUCTION 3
 2.5 ACCESSORIES 5
 2.6 ELECTRICAL EQUIPMENT 5

SECTION 260000 – GENERAL ELECTRICAL REQUIREMENTS

1.1 SUMMARY 1
 1.2 SPECIFICATION FORM AND DEFINITIONS 1
 1.3 GENERAL EXTENT OF WORK 1
 1.4 LOCAL CONDITIONS 2
 1.5 CODES, ORDINANCES, RULES, AND REGULATIONS 2
 1.6 CONTRACT CHANGE 3
 1.7 LOCATIONS AND INTERFERENCES 4
 1.8 SYSTEM PERFORMANCE 4
 1.9 WARRANTY 4
 1.10 MATERIALS, EQUIPMENT, AND SUBSTITUTIONS 5
 1.11 SHOP DRAWINGS, OPERATION, AND MAINTENANCE INSTRUCTION 6
 1.12 PROPOSED VALUE ENGINEERING/PROJECT SCOPE REVISIONS 7
 1.13 CAD FILE REQUESTS 7
 1.14 CUTTING AND PATCHING 7
 1.15 MUTILATION 7
 1.16 SETTING, ADJUSTMENT, AND EQUIPMENT SUPPORTS 8
 1.17 START-UP, CHANGE-OVER, TRAINING, AND OPERATIONAL CHECKS 8
 1.18 MAINTENANCE OF SYSTEMS 8
 1.19 PROTECTION AND CLEANING OF SYSTEMS AND EQUIPMENT 8
 1.20 RECORDING AND REPORTING TESTS AND DATA 9
 1.21 RECORD DOCUMENTS 9

SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES

- 1.1 SUMMARY 1
- 1.2 DEFINITIONS 1
- 2.1 COPPER BUILDING WIRE 1
- 2.2 CONTROL-CIRCUIT CONDUCTORS 2
- 2.3 CONNECTORS AND SPLICES 2
- 3.1 CONDUCTOR MATERIAL APPLICATIONS 2
- 3.2 CONDUCTOR INSULATION & MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS ... 2
- 3.3 INSTALLATION OF CONDUCTORS AND CABLES 3
- 3.4 ELECTRICAL CIRCUITING 3
- 3.5 CONDUIT APPLICATION 3
- 3.6 CONNECTIONS 4
- 3.7 IDENTIFICATION 4
- 3.8 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS 4
- 3.9 FIRESTOPPING 4

SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

- 1.1 SUMMARY 1
- 2.1 SYSTEM DESCRIPTION 1
- 2.2 CONDUCTORS 1
- 2.3 CONNECTORS 1
- 2.4 GROUNDING ELECTRODES 2
- 3.1 APPLICATIONS 2
- 3.2 GROUNDING AT THE SERVICE 2
- 3.3 EQUIPMENT GROUNDING 2
- 3.4 INSTALLATION 3
- 3.5 FIELD QUALITY CONTROL 3

SECTION 260553 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

- 1.1 RELATED DOCUMENTS 1
- 1.2 SUMMARY 1
- 2.1 PERFORMANCE REQUIREMENTS 1
- 2.2 COLOR AND LEGEND REQUIREMENTS 1
- 2.3 LABELS 2
- 2.4 BANDS AND TUBES 3
- 2.5 TAPES AND STENCILS 3
- 2.6 TAGS 4
- 2.7 SIGNS 4
- 2.8 CABLE TIES 4
- 2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS 5
- 3.1 IINSTALLATION 5
- 3.2 IDENTIFICATION SCHEDULE 7

END OF TABLE OF CONTENTS

SECTION 220000 - GENERAL PLUMBING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Common plumbing installation requirements.

1.2 SPECIFICATION FORM AND DEFINITIONS

- A. These Specifications are abbreviated form and contain incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "shall be," "as noted on the drawings," "according to the drawings," "a," "an," "the," and "all" are intentional. Omitted words and phrases shall be supplied by inference.
- B. When a word such as "proper," "satisfactory," "equivalent," and "as directed" is used, it requires Engineer's review.
- C. "Provide" means furnish and install.
- D. "Working Day" wherever used in these Specifications, shall mean the normal working days Monday through Friday, exclusive of Saturday, Sunday, and federally observed holidays.
- E. Architect/Engineer hereinafter abbreviated A/E shall mean both the Design Architects and the Design Engineers.
- F. Design Engineer hereinafter abbreviated D/E shall mean the engineering firm, RTM Engineering Consultants, 3333 E. Battlefield Suite 1000 Springfield, MO 65804, Telephone (417) 881-0020. Contact Person: Jennifer Luce.
- G. General Contractor hereinafter abbreviated G/C shall mean the person or company and their subcontractors who enter into contract with the Owner to perform the general division work.
- H. Electrical Contractor hereinafter abbreviated E/C shall mean the person or company and their subcontractors who enter into contract with the G/C to perform the division 26 work.
- I. Plumbing Contractor hereinafter abbreviated P/C shall mean the person or company and their subcontractors who enter into contract with the G/C to perform the division 22 work.
- J. Equipment and/or materials manufacturer hereinafter abbreviated E/M shall mean the manufacturer of equipment or materials specified or referred to.

1.3 GENERAL EXTENT OF WORK

- A. Provide plumbing systems indicated on drawings, specified or reasonably implied. Provide every device and accessory for proper operation and completion of mechanical systems. In no case will claims for "Extra Work" be allowed for work about which P/C could have informed himself before bids were taken.
- B. P/C shall familiarize himself with equipment provided by other contractors.
- C. Make required plumbing connections to equipment provided under Architectural and mechanical divisions of this project, except where shown or specified otherwise. Make required internal field wiring modifications indicated on wiring diagrams of factory installed control system for control sequence specified. These field modifications shall be limited to jumper connections and connection of internal wiring to alternate terminal block lugs. Cost for field modifications requiring re-wiring of factory installed control systems for equipment provided by G/C or P/C shall be included in base bid of each respective contractor.

- D. All plumbing work as required to provide temporary plumbing for construction shall be the responsibility of the plumbing contractor. Include all costs as required in the base bid. Coordinate and verify all requirements with the general contractor.
- E. Refer to the construction documents for owner-supplied, contractor installed materials, equipment or fixtures. Contractor shall be prepared to receive materials and equipment arriving on the project site and shall be responsible for storing, removing from packaging and assembling on site prior to installation. Coordinate delivery times and all requirements with the owner through the general contractor. Contractor shall provide all necessary additional materials, supports, bracing, mounting brackets, back-boxes, etc. as required for installation of owner-supplied, contractor-installed materials, equipment or fixtures.

1.4 LOCAL CONDITIONS

- A. Visit site and determine existing local conditions affecting work in contract.
- B. Failure to determine site conditions or nature of existing or new construction will not be considered a basis for granting additional compensation.

1.5 CODES, ORDINANCES, RULES AND REGULATIONS

- A. Provide work in accordance with applicable codes, rules, ordinances, and regulations of Local, State, and Federal Governments and other authorities having lawful jurisdiction.
- B. Drawings and specifications indicate minimum construction standards, but should any work indicated be sub-standard to any ordinances, laws, codes, rules, or regulations bearing on work, P/C shall promptly notify A/E in writing before proceeding with work so that necessary changes can be made. However, if P/C proceeds with work knowing it to be contrary to any ordinances, laws, rules, and regulations, he shall thereby have assumed full responsibility for and shall bear all costs required to correct non-complying work.
- C. Conform to latest editions and supplements of the following codes, standards, or recommended practices.
 - 1. CITY CODES:
 - a. 2018 International Plumbing Code
 - 2. SAFETY CODES:
 - a. National Electric Safety Code Handbook H30 – National Bureau of Standards.
 - b. Occupational Safety and Health Standards – Department of Labor.
 - c. Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped – American Standards Institute ANSI A117.1.
 - 3. NATIONAL FIRE CODES:
 - a. NFPA 54 Gas Appliance and Gas Piping Code.
 - b. NFPA 70 National Electric Code – 2017 Edition.
 - c. NFPA 89M Clearances, Heat Producing Appliances.
 - d. NFPA 90A Air Conditioning and Ventilation Systems.
 - e. NFPA 91 Blower and Exhaust Systems.
 - f. NFPA 101 Life Safety Code – 2012 Edition.
- D. Where following standards are applicable to equipment specified, equipment shall conform to requirements of standard and shall display the appropriate seal or seals:
 - 1. ASME – American Society of Mechanical Engineers.
 - 2. NSF – National Sanitation Foundation.
 - 3. UL – Underwriters Laboratories Inc.
- E. P/C shall secure and pay for necessary permits and certificates of inspection required by governmental ordinances, laws, rules, or regulations. Keep a written record of all permits and inspection certificates and submit two (2) copies to A/E with request for final inspection.

1.6 CONTRACT CHANGE

- A. Changes or deviations from contract; including those for extra or additional work must be submitted in writing for review of A/E. No verbal orders will be recognized.
- B. Changes in the work shall be submitted in accordance with AIA Document A201, General Conditions of the Contract for Construction.
- C. All change proposals shall be itemized indicating separately the costs for materials, labor, restocking charges, freight, bonds, insurance, overhead, and profit. All materials shall be listed separately with quantities and individual unit prices. Labor factors shall be from a nationally recognized source with appropriate adjustments.
- D. All submitted breakdowns shall be broken out individually for labor and material for each separate line item in the respective supplemental instruction, contract change directive, or proposal request. Items submitted with lump sums will be returned un-reviewed.
- E. The maximum allowable profit for any change order shall be ten percent (10%).
- F. See Example below:

PRICING SHEET

Project:	Project Name				Date:	August 1, 2022	
Location:	Project Location				Estimator:	Jane Doe	
Labor Rate:	\$22.00						
Material	Units	Unit Measure	Material Per Unit	Man Hours Per Unit	Total Man Hours	Materials Total	
Add							
Drill & Patch Holes	1	lot	\$1,285.00	3.000	3.00	\$1,285.00	
4" LB w/cover	6	ea	\$105.23	2.750	16.50	\$631.38	
4" Compr. Conn	6	ea	\$87.70	1.000	6.00	\$526.20	
4" GRC	40	ea	\$9.04	0.280	11.20	\$361.57	
4" cut & thread labor	4	ea	\$0.00	1.600	6.40	\$0.00	
4" GRC-PVC Adptr.	16	ea	\$4.70	0.675	10.72	\$75.20	
4" GRC 90 Ell	4	ea	\$56.34	1.500	6.00	\$225.36	
4" Sch 40 PVC	460	ea	\$2.25	0.600	27.60	\$1,034.03	
Resocking Fee 20%	1	lot	\$212.26	0.00	0.00	\$212.26	
Return Freight	1	lot	\$26.40	0.000	0.000	\$26.40	
Deduct							
4" EMT	-330	ea	\$2.46	0.045	(14.85)	(\$812.79)	
4" EMT 90 Ell	-6	ea	\$26.64	1.100	(6.60)	(\$159.84)	
4" EMT Cplg	--39	ea	\$2.27	0.270	(10.53)	(\$88.66)	
SUBTOTAL					55.44	\$3316.12	
SALES TAX				6.125%		\$203.11	
LABOR		55.4	MH	\$21.74		\$1,205.27	
5% OVERHEAD						\$236.23	
8% PROFIT						396.86	
TOTAL						\$5357.59	

1.7 LOCATIONS AND INTERFERENCES

- A. Locations of equipment, piping, and other mechanical work are indicated diagrammatically by plumbing drawings. Lay out work from dimensions on Architectural and Structural Drawings. Verify equipment size from manufacturer's shop drawings.
- B. Study and become familiar with contract drawings of other trades and the general construction drawings and details to obtain necessary information for figuring installation. Cooperate with other workmen and install work to avoid interference with their work. Minor deviations not affecting design characteristics, performance, or space limitations may be permitted if reviewed by A/E prior to installation.

- C. Any conduit, apparatus, appliance, or other plumbing item interfering with proper placement of other work as indicated on drawings, specified, or required shall be removed and if so shown, relocated and reconnected without extra cost. Damage to other work caused by the P/C, his subcontractor, his workmen, or by any cause whatsoever, shall be restored as specified for new work.
- D. Do not scale mechanical and electrical drawings for dimensions. Accurately lay out work from dimensions indicated on architectural drawings unless such is found in error.

1.8 SYSTEM PERFORMANCE

- A. Final acceptance of work shall be subject to the condition that all systems, equipment, apparatus, and appliances operate satisfactorily as designed and intended; work shall include required adjustment of systems and control equipment installed under this specification.

1.9 WARRANTY

- A. Unless noted otherwise in specifications, P/C warrants to Owner and Architect the quality of materials, equipment, workmanship, and operation of equipment provided under this specification division for a period of one (1) year from and after date of substantial completion of building and acceptance of mechanical systems by Owner.
- B. Where manufacturers' warranties expire before or during the one-year warranty period as specified in item 1, the P/C shall include provisions for extending the manufacturer's warranty as required to match the one-year period from substantial completion and shall include cost for warranty extension in his base bid.
- C. P/C warrants to Owner and Architect that on receipt of written notice from either of them within one (1) year warranty period following date of acceptance, all defects that have appeared in materials and/or workmanship shall be promptly corrected to condition required by contract documents at P/C's expense.
- D. The above warranty shall not supersede any separately stated warranty or other requirements by law or by these specifications.
- E. Keeps an itemized list of all equipment warranties listing equipment by name, mark, and type along with length and expiration date of each warranty. Submit two (2) copies to A/E with request for final inspection.
- F. If the Architect's specification includes a warranty requirement that exceeds the above warranty requirements, the Architect's warranty shall take precedence.

1.10 MATERIALS, EQUIPMENT AND SUBSTITUTIONS

- A. The intent of these specifications is to allow ample opportunity for P/C to use his ingenuity and abilities to perform the work to his and the Owner's best advantage, and to permit maximum competition in bidding on standards of materials and equipment required.
- B. Material and equipment installed under this contract shall be first class quality, new, unused, and without damage.
- C. In general, these specifications identify required materials and equipment by naming first the manufacturer whose product was used as the basis for the project design and specifications. The manufacturer's product, series, model, catalog, and/or identification numbers shall set quality requirements for comparing the equivalency of other manufacturer's products in general. Where models are listed or scheduled with information that does not match specified manufacturer's data for size or capacity, the larger, more expensive and/or restrictive requirement between the schedule and the manufacturer's data shall be met and included. Where other manufacturer's names are listed, they are considered an approved manufacturer for the product specified; however, the listing of their names implies no prior approval of any product unless specific model or catalog numbers are listed in these specifications or in subsequent addenda. The naming of a manufacturer, or even a model number, does not alleviate the contractor from being required to provide or submit equipment which meets all of the criteria and items listed in the

specifications or shown on the plans even if the specified model and/or manufacturer does not. All requirements on the drawings must be met, not just the specific model number or manufacturer. Where other than first named products are used for P/C's base bid proposal, it shall be his responsibility to determine prior to bid time that his proposed materials and equipment selections are products of approved manufacturers, which meet or exceed the specifications, fit physically in the spaces provided, are compatible with all other systems and are acceptable to the D/E.

- D. Where varying or conflicting information, notes or specifications may be shown in different locations on the drawings, schedules, or specifications, all requirements are required to be met and the worst case or more expensive and/or restrictive option should be included where duplicate information is not the same. Notify A/E for clarification.
- E. Where materials or equipment are described but not named, provide required items of first quality, adequate in every respect for intended use. Such items shall be submitted to A/E for review prior to procurement.
- F. **PRIOR TO RECEIPT OF BIDS, IF P/C WISHES TO INCORPORATE PRODUCTS OTHER THAN THOSE NAMED IN SPECIFICATIONS IN HIS BASE BID, HE SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW OF SUBSTITUTIONS TO D/E NOT LESS THAN SEVEN (7) WORKING DAYS PRIOR TO BID TIME. D/E WILL REVIEW REQUESTS AND ACCEPTABLE ITEMS WILL BE LISTED IN AN ADDENDUM ISSUED TO PRINCIPAL BIDDERS.**
- G. Materials and equipment proposed for substitutions shall be equal to or superior to that specified in construction, efficiency, utility, aesthetic design, and color, as determined by A/E, whose decision shall be final and without further recourse. Physical size of substitute brand shall be no larger than space provided including allowances for access for installation and maintenance of installed equipment, as well as other systems shared in the same space. Requests must be accompanied by two (2) copies of complete descriptive and technical data including E/M's name, model, and catalog number, photographs or cuts, physical dimensions, operating characteristics, and any other information needed for comparison.
- H. In proposing a substitution prior to or subsequent to receipt of bids, include in such proposal cost of altering other elements of project, including (but not limited to) adjustments in mechanical, electrical, plumbing, controls, fire alarm and/or any other service requirements necessary to accommodate such substitution; whether such affected elements are under this contract or under separate contracts.
- I. Within seven (7) working days after bids are received, apparent lower bidder shall submit to A/E for approval three (3) copies of a list of all major items of equipment he intends to provide. As soon as practicable and within 30 working days after award of contract, P/C shall submit shop drawings for equipment and materials to be incorporated in work, for A/E review. Where 30 day limit is insufficient for preparation of detailed shop drawings on major equipment or assemblies, P/C shall submit manufacturer's descriptive catalog data and indicate date such detailed shop drawings will be submitted along with manufacturer's certification that order was placed within 30 working day limit.
- J. After execution of contract, substitution of product brands for those named in Specifications will be considered, only if:
 1. Request is received within 30 days after contract date and request includes statement showing credit due Owner, if any, if substitution products are used, or
 2. Owner requests consideration be given to substitute brands.

1.11 SHOP DRAWINGS, OPERATION AND MAINTENANCE INSTRUCTION

- A. Unless noted differently in the general requirements of the specifications, P/C shall furnish one of the following options, whichever format is preferred:
 1. Electronic PDF submittals to the Architect. Shop drawings submitted electronically shall be returned electronically via the same path.
 2. A minimum of six (6) paper copy sets of shop drawings of all materials and equipment, A/E will retain two (2) sets.
- B. Where catalog cuts are submitted for review, conspicuously mark or provide schedule of equipment, capacities, controls, fittings, sizes, etc., that are to be provided. Mark equipment to match equipment labels provided on the drawings, schedules or specifications. Mark each submitted item with applicable section

and paragraph numbers of these specifications, or plan sheet number, when item does not appear in specifications. Where equipment submitted does not appear in base specifications or specified equivalent, submittals shall be marked with applicable alternate numbers, change order numbers, or letters of authorization where said equipment was approved. Each submittal shall contain at least two (2) sets of original catalog cuts. Each catalog sheet shall bear E/M's name and address. All shop drawings on materials and equipment listed by UL shall indicate UL approval on submittal.

- C. P/C shall check all shop drawings to verify that they meet specifications and/or drawing requirements before forwarding submittals to the A/E for their review. All shop drawings submitted to A/E shall bear P/C approval stamp which shall indicate that P/C has reviewed submittals and that they meet specification and/or drawing requirements. P/C's submittal review shall specifically check for, but not be limited to, the following: equipment capacities, physical size in relation to space allowed; plumbing characteristics, provisions for supply, return, and drainage connections to building systems. All shop drawings not meeting P/C's approval shall be returned to his supplier for resubmittal.
- D. No shop drawing submittals will be considered for review by the A/E without P/C's approval stamp, or that have extensive changes made on the original submittal as a result of P/C's review.
- E. A/E will not be responsible for the cost of returning shop drawing submittals that are submitted to them without P/C's review and approval stamp. A letter will be sent to P/C by either the Architect or Engineer indicating receipt of an improper submittal. P/C shall acknowledge receipt of letter and indicate his plans for pick-up or resubmitting. A/E will hold improper submittals for pick-up by P/C or supplier for 15 working days after date of receipt. If not picked up by the 16th working day, submittals will be disposed of by A/E.
- F. A/E's review of shop drawings will not relieve P/C of responsibility for deviations from drawings and specifications unless such deviations have been specifically approved in writing by Owner or his representative, nor shall it relieve P/C of responsibility for errors in shop drawings. No work shall be fabricated until A/E's review has been obtained. Any time delay caused by correcting and resubmitting shop drawings will be P/C's responsibility.
- G. A/E shall make every effort to provide shop drawing review in a timely fashion, but in no case shall the A/E be held responsible for delays in project construction or completion without prior notification of scheduling requirements specifically for return of shop drawings at least 8 weeks in advance. In no case shall less than 10 working days after A/E receipt of shop drawings be counted on by the contractor for A/E shop drawing review without prior notification and approval.
- H. Operating and Maintenance Instructions:
 1. Submit with shop drawings of equipment: copies of installation, operating, maintenance instructions, and parts list for equipment provided. Instructions shall be prepared by E/M.
 2. Keep in safe place keys and wrenches furnished with equipment under this contract. Present to Owner and obtain a receipt for same upon completion of project.
 3. Contractor shall provide all final documents including drawings, shop drawings, etc., in PDF format on a single disk to Owner. A total of five (5) CD's shall be provided, three (3) to the Owner and two (2) to A/E. No exceptions will be allowed to this requirement. Videotaping, as specified in other parts of this specification, will also be required at closeout.

1.12 PROPOSED VALUE ENGINEERING/PROJECT SCOPE REVISIONS

- A. Where design revisions are requested/required based on value-engineering or proposed changes in project scope, the contractor shall include in his proposed cost savings or adds the necessary MEP design fees that are required for modifying construction documents and associated meetings. In order to determine that value to be included, the contractor shall submit to the A/E the proposed scope of the work required for the changes at least 7 days prior to required pricing submittal so that the design fees can be accurately determined and included. Design work and drawing changes will only commence once the design fee is established and a signed agreement returned to the A/E for inclusion.
- B. Where the contractor proposes to use different size equipment, feeders, feeder materials, circuit breakers, fuses or significant difference in routing of feeders or branches than shown in the construction documents, the contractor shall include the necessary MEP design fees that are required for modifying or creating construction drawings necessary either for construction or submission to the authority having jurisdiction and required for additional review. Design work and drawing changes will only commence once the design fee is established and a signed agreement returned to the A/E for inclusion.

1.13 CAD FILE REQUESTS

- A. CAD files are the property of the D/E. CAD files are only available upon documented written request which must be forwarded to the D/E office. Prior to receiving any CAD files, the contractor shall submit a drawing cost fee of \$50 per construction drawing up to a maximum \$1500. In addition, the contractor must sign a Second Party User Agreement and Drawing Request Form (available upon request) which must be forwarded back to the D/E office prior to any CAD files being released. BIM/Revit models will not be made available.

1.14 CUTTING AND PATCHING

- A. Contractor shall do cutting, and patching of building materials required for installation of work herein specified. Cut no structural members without Architect's approval and in a manner approved by him.
- B. Patching shall be by mechanics of particular trade involved and shall meet approval of Architect.
- C. Drilling and cutting of openings through building materials requires Architect's review and approval. Make openings in concrete with concrete hole saw or concrete drill. Do not use star drill or air hammer for this work.

1.15 MUTILATION

- A. Mutilation of building finishes, caused by installation of plumbing equipment, fixtures, outlets, and other plumbing devices shall be repaired at P/C's expense to approval of Architect.

1.16 SETTING, ADJUSTMENT AND EQUIPMENT SUPPORTS:

- A. Work shall include mounting, alignment, and adjustment of all systems and equipment. Set equipment level on adequate foundations and provide proper anchor bolts and isolation. Level, shim, and grout equipment bases as recommended by E/M. Mount motors, align and adjust drive shafts and belts according to E/M's instructions. Equipment failures resulting from improper installation or field alignment shall be repaired or replaced by P/C at no cost to Owner.
- B. Provide concrete bases for all floor and slab mounted equipment, regardless of whether specifically noted on the drawings or not.

1.17 START-UP, CHANGE-OVER, TRAINING AND OPERATIONAL CHECKS

- A. P/C shall perform initial start-up of systems and equipment. Personnel qualified to start-up and service this equipment, including E/M's technicians, when specified, and Owner's operating personnel shall be present during these operations.
- B. P/C shall be responsible for training Owner's operating personnel to operate and maintain systems and equipment installed. Keep a record of training provided to Owner's personnel listing the date, subject covered, instructor's name, names of Owner's personnel attending, and the total hours given each individual.
- C. P/C shall report in person to Owner's designated operating personnel at end of first month of operation and thereafter at end of sixth and 12th months after date of substantial completion of building to check operation of equipment that was installed under contract. Contractor shall answer operating personnel's questions regarding system operation and shall ascertain that systems are operating normally and are being properly maintained by Owner. If P/C finds that systems are not being operated and maintained as designed, he shall inform the building engineer/Owner and A/E in writing.
- D. After each inspection, P/C shall submit written report to A/E indicating condition of equipment and including any recommended changes in operation of system or other information which will be helpful to Owner.

1.18 MAINTENANCE OF SYSTEMS

- A. P/C shall be responsible for operation, maintenance, and lubrication of equipment installed under his contract. All equipment and systems shall be fully operational when turned over to the owner at project substantial completion.

1.19 PROTECTION AND CLEANING OF SYSTEMS AND EQUIPMENT

- A. It shall be P/C's responsibility to protect and prevent damage to all plumbing materials and equipment stored and/or installed under this contract. All work, materials, and equipment shall be adequately protected by any and all means necessary to prevent damage by weather, flooding, condensation, construction debris, fire, and construction equipment and vehicles.
- B. Equipment not rated for outdoor use shall be protected from moisture damage before and during construction. Covering equipment with a tarp on site is not considered a means of providing protection from moisture. Any equipment not rated for outdoor use exposed to moisture for any duration shall be replaced with new equipment at the contractor's expense.
- C. Where job conditions, or work of other contractors produce the potential for damage to plumbing systems and equipment, P/C shall immediately notify the G/C so that corrective action can be taken.
- D. P/C shall take extra precautions to protect plumbing equipment containing solid state electronics, open relays, and contacts from damage by water, dust, dirt, construction debris, and the formation of condensate. All equipment so damaged shall be replaced by P/C with new equipment at no cost to Owner.
- E. P/C shall periodically inspect and clean all systems and equipment to ensure all systems and equipment remain in like new condition during construction, free from dust and debris. All cleaning shall be done in accordance with E/M's recommendation where available and applicable.
- F. Before request for final inspection, all systems and equipment shall be properly cleaned, vacuumed, polished, painted, etc., as required to return equipment to like new appearance.
- G. All equipment requiring painting or touch-up shall be properly prepared and painted in accordance with this specification.
- H. P/C shall keep a written record listing systems and equipment cleaned. Where special procedures or chemicals were used or where partial or complete disassembly of factory assembled equipment was necessary, P/C shall list special procedures and/or disassembly required and equipment components affected. Prior to final inspection, P/C shall submit two (2) copies of cleaning record to A/E for their records.

1.20 PAINTING OF MATERIAL

- A. Equipment and materials exposed to interior dry environment shall have a minimum of one (1) primer and one (1) finish coat. Equipment and materials mounted in exterior location shall have a minimum of one (1) primer and two (2) finish coats with total thickness of at least 5 mils. Finish coat colors in finish areas shall be as selected by A/E.
- B. After installation, damage to painted surfaces shall be properly prepared and primed with primers equal to factory materials. Finish coating shall be same color and type as factory finish.
- C. Where extensive refinishing of factory applied finishes are required, equipment shall be completely repainted. A/E will make final determination of extent of refinishing required.

1.21 RECORD DOCUMENTS

- A. Record Drawings: Unless noted otherwise in architectural documents, maintain a reproducible set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations

which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with red erasable red pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information, which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each sheet.

- B. The Contractor shall provide a full set of photographs showing the entire underground equipment. The photographs shall be taken prior to any concrete being poured. The underground equipment shall consist of, but not be limited to, the following:
 - 1. Piping
- C. The Contractor shall provide the photographs in an 8.5-inch by 11-inch format for record keeping purposes with the maintenance manuals. The photos shall all be digital, and a disk or CD shall be provided to the Owner as a permanent record.
- D. As-built documents shall be submitted for approval prior to final payment. Copies of "in-progress" as-built drawings shall be submitted at each pay request.

END OF SECTION 220000

SECTION 221343 - SUBMERSIBLE WASTEWATER PUMPING STATION

PART I - GENERAL

1.1 SUMMARY:

- A. This section covers furnishing and installing submersible wastewater pumping stations and related components.
- B. Pumping stations shall be:
 1. Capable of pumping raw wastewater and be of the duplex type.
 2. Furnished complete and include pump casings, shafts, bearings, seals, lubrication, floor mounted discharge bases, piping assemblies, guide rails, anchor bolts, submersible motors, controls, power cables, access hatch cover and all other parts and accessories indicated, specified or required for proper installation, operation and maintenance.

1.2 REFERENCES:

- A. Applicable Standards:
 1. American National Standards Institute (ANSI).
 - a. B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
 2. American Iron and Steel Institute (AISI).
 3. Anti-Friction Bearing Manufacturer's Association (AFBMA).
 4. Hydraulic Institute Standards (HIS).
 5. National Electrical Manufacturer's Association (NEMA).
 6. Institute of Electrical and Electronics Engineers (IEEE).

1.3 SUBMITTALS:

- A. Shop drawings shall be submitted showing materials and assembly of all elements of the pumping station. In addition to pump and motor data to be submitted descriptive literature shall clearly indicate all information necessary to evaluate conformance with specification requirements for all features of the pump station including valves. Complete data for all electrical items, switches, enclosures, relays, motor starters and controls, and a drawing of the control panel layout and a schematic diagram of the control panel circuitry shall be included. Submittals shall include, but not be limited to, the following:
 1. Standard performance curves for each pump model furnished. Curves shall cover range from shutoff to 150% of design flow rate at the conditions specified, and shall be submitted for the following parameters as a function of pump capacity:
 - a. Total developed head.
 - b. Required brake horsepower.
 - c. Pump efficiency.
 - d. Required wire-to-water horsepower.
 - e. Minimum nameplate horsepower with 1.15 derating factor (excluding motor S.F.).
 - f. Required NPSH.
 - g. Minimum recommended submergence.
 - h. Report of factory tests.
 - i. Top slab details including reinforcement and access hatch catalog cuts.

1.4 QUALITY ASSURANCE:

- A. Factory Tests and Reports:
 1. Perform tests on each pump in accordance with Hydraulic Institute Standards except as otherwise specified.
 2. Statically balance pump impellers and dynamically balance all pump/motor units such that equipment vibration displaced (peak-to-peak) as measured at any point on the machine shall not exceed 5.0 mils for 1200 r.p.m. and 4.0 mils for 1800 r.p.m.
 3. Submit results of factory tests in accordance with DIVISION 1.
 4. Perform standard tests on all motors in accordance with IEEE.

1.5 FACTORY ASSEMBLY:

- A. Pump/motor units shall be completely shop assembled and aligned prior to shipping.
- B. After completion of the specified factory tests, pumps shall be prepared for shipment with the minimum amount of disassembly, and such that no field disassembly, cleaning, or flushing is required.
- C. Any components removed for shipping shall be match-marked prior to removal and shipment.
- D. Prepare all cast iron surfaces and provide manufacturer's standard paint system.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Homa Pumps
- B. Flygt
- C. Meyers
- D. Equal Approved by owner 7 days prior to bid

2.2 GENERAL REQUIREMENTS:

- A. Provide totally sealed submersible electrically operated pumps capable of pumping raw unscreened Sewage for continuous operation.
- B. Pump controls shall be as indicated and as specified in this section.
- C. Pump shall operate at or near maximum efficiency at operating conditions.
- D. Pump head-capacity curve shall be continuously falling from shutoff head.
- F. Pump discharge connection elbow and discharge piping shall be installed such that pump will automatically connect and seal to discharge connection elbow when lowered into place.
- G. Pump shall be easily removable for inspection or service.
- H. Provide guide rail system and pump rail guide bracket to raise or lower pump unit by lifting chain.
- I. Guide entire weight of pump unit with a minimum of two guide bars.
- J. Seal interface of the pump and discharge elbow by O-ring, gaskets, or metal to metal contact.
- K. Pumps shall be capable of pumping 3-inch diameter non-compressible solids.
- L. All equipment to be installed inside the wet well shall be explosion-proof rated for use in Class I, Division 2, Group C and D areas.
- M) Pumping station equipment shall be installed in a concrete wet well.

2.3 DESIGN REQUIREMENTS:

- A. Number of Pumps (2 min.)
- B. Design Capacity: 690 GPM
- C. Design Heads:

1. 82 feet total dynamic head
 2. 20 feet static head
- D. Maximum Motor Speed: 1800 rpm
- E. Minimum Efficiency at Rating Point: 60%
- F. Brake horsepower: 29 hp
- G. Wire to Water Horsepower: 25.7 hp
- H. Minimum Nameplate Motor Horsepower: Nameplate horsepower, regardless of service factor, shall be at least 115 percent of the maximum load imposed by the driven equipment.
- I. Maximum Depth of Water in Wet well: See plans.
- J. Minimum Depth of Water in Wet well: See plans.
- K. Minimum Discharge Elbow Outlet Size: 4 in.
- 2.4 MATERIALS AND CONSTRUCTION:
- A. Construct motor housing, pump casing, and major pump components of cast iron conforming to ASTM A48.
- B. Provide bolts, nuts, and washers of AISI Series S00 stainless steel.
- C. Motor
1. The motor shall be an air-filled, submersible, squirrel cage, induction-type motor of the NEMA type B design. The motor shall be housed in a watertight enclosure capable of continuous operation at a submergence of 65 feet, and made of ASTM A-48, Class 40B Cast Iron. Fitting the stator into the enclosure with the use of bolts, pins, or other fastening devices which would require penetration of the housing shall not be acceptable.
 2. The stator windings shall be insulated with moisture-resistant Class-H insulation. In each phase winding, there shall be embedded a bi-metallic temperature sensor, wired in series and interlocked with the motor overload protection in the control panel. Any of these thermal switches shall cut out electric power if the temperature in its winding exceeds 140°C (284°F), and shall automatically reset when the winding temperature returns to normal conditions.
 3. The motor shall be non-overloading through the selected performance curve and shall perform in accordance with NEMA MG1, Part 30. The motor shall be rated for continuous operation in environments up to 104°F or intermittently up to 140°F, and shall be capable of sustaining 15 starts per hour. Motors shall be available to meet NEMA MG1, Part 31 and VFD-rated if required.
- D. Impeller
1. Shall be cast as one piece of ASTM A-48, Class 40B Cast Iron, statically and dynamically balanced. Cast Iron shall be hardened to a minimum of 650 BHN using plasma ion nitriding or equal hardening process. The impeller shall be of the single-vane closed (double-shrouded), multi-vane closed (double-shrouded), or multi-vane open (single-shrouded) non-clog design, and shall meet the Ten State Standards requirement for minimum solids passage of 3 inches. Upon request, the manufacturer must certify a test of a static solids passing test to confirm the supplied pump is capable of passing 3" non-compressible solids in a static configuration. Impellers that are not capable of passing a 3 inch, non-compressible solid in a static state, or which require axial movement in order to pass shall not be considered acceptable. Impellers that require adjustment over time in order to maintain proper tolerance to the volute shall not be acceptable.
- E. Shaft:
1. Ample diameter to assure first critical speed will occur at not less than 150% of rated pump speed.
 2. The pump and motor shaft shall be an integral, one-piece unit composed of AISI 430 Stainless Steel. Shafts that utilize carbon steel, two-piece or sleeved construction shall not be considered acceptable. The maximum allowable shaft deflection at the shaft seal shall not be more than 0.002 inches while within operating range.

F. Bearings:

1. The shaft shall be supported by pre-lubricated, anti-friction bearings. These bearings shall be non-proprietary and shall be produced and branded by a major manufacturer of bearings. The bearings shall have an L-10 life of 100,000 hours at the pump's Best Efficiency Point (BEP). The lower, impeller-side bearing shall be a double-row, deep groove, angular contact ball bearing, axially-retained, to sustain both axial and radial loads. The upper, motor-end bearing shall be a single-row, deep groove ball bearing, axially floating, to sustain radial loads only.

F. Shaft Seal:

1. Two mechanical seals arranged in tandem in an oil bath reservoir shall seal pumped liquid from motor compartment.
2. Moisture detector shall be installed in stator housing and connected to pump controls.
3. The mechanical seals shall be of a non-proprietary design and shall be produced and branded by a major manufacturer of mechanical seals.
4. The top shroud of the impeller shall maintain a close tolerance to a matching surface in the wall of the volute. This tolerance shall be small enough that potentially damaging particles in the pumped media are unable to pass. Arrangements that rely on cutting systems to reduce the size of particles or those that rely on directing particles away from the seal shall not be acceptable
5. Seal faces shall be made of tungsten carbide and carbon.

H. Oil Chamber:

1. Oil chamber shall contain an inspection plug, drain plug and vent plug.

I. Mating Surface Seals:

1. All mating surfaces of major components shall be machined and fitted with O-rings where watertight sealing is required.
2. The use of elliptical O-rings, gaskets, or seals requiring specific fastener torque to obtain and maintain seal compression and water tightness will not be acceptable.

J. Cable Entry

1. Each cable entry assembly shall contain a cylindrical elastomer grommet, flanked by two washers, closely fitted to the cable O.D. A watertight seal shall be maintained by screwing a threaded cable entry gland into a cable inlet flange which bolts into the motor cap. The cable entry shall not require a specific torque to ensure watertight integrity. The gland shall incorporate a strain-relief and anti-kink feature that shall function independently from the separate sealing action. For pumps over 10.5 horsepower, an isolated junction chamber containing the terminal board shall be sealed from the motor by means of a watertight isolation plate.

K. Motor Cooling

1. Motor cooling shall be accomplished through a cooling jacket encircling the motor housing.
2. The jacket shall operate by either
 - a. Being filled during operation with the pumped liquid to provide sufficient cooling of the motor at any operating point on the selected performance curve. Impeller back vanes shall force circulation throughout the cooling jacket, and an air vent shall ensure air is not entrapped within the jacket.
 - b. A stainless steel motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C).
3. Cooling shall not require the use of external heat exchangers, fans, or an external supply of cooling liquid.
4. Operational restrictions at temperatures below 104°F are not acceptable.
5. The starter housing shall be an air-filled, watertight casing.
6. Motor insulation shall be moisture resistant, Class F, 155°C and shall be NEMA Design B for continuous duty.
7. Each pump motor shall be provided with a special cable suitable for submersible pump applications.
8. The cable entry water seal design shall be such that a specific fastener torque is not required to ensure a watertight and submersible seal. The use of epoxies, silicones or other secondary sealing systems will not be acceptable.

9. Three additional pump/motor tags shall be provided for each motor/pump unit. Each set shall have identical information as the corresponding motor/pump set.

2.5 ACCESSORIES:

A. Pump Discharge Base:

1. Base shall be sufficiently rigid to firmly support the guide rails, discharge piping and pumping unit under all operating conditions.
2. Base shall be provided with integral support legs suitable for bolting to the floor of the wet well with stainless steel anchor bolts.
3. Designed to automatically connect to the pump discharge without bolts.
4. Constructed of cast or ductile iron.
5. Diameter and drilling of the elbow outlet flange shall conform to ANSI B16.1, Class 125.

B. Rail Guides:

1. Fasten stainless-steel guide supports to pump so that no lifting loads are applied to pump or motor housing.

C. Lifting Cable:

1. Provide one stainless-steel cable of 2 times the lifting load capacity of the weight of each pump for each pump.
2. Design to raise and lower pump with additional safety factor for overcoming force of pump hang-ups.
3. Provide hook for cable when not in use.

D. Guide Rails:

1. Stainless-steel pipe.
 - a. All stainless steel hardware, including rails, brackets, and anchor bolts sized as recommended by manufacturer.
2. Shall not support any portion of the pump weight.
3. Provide a minimum of two guide rails.
4. Shall extend to the top of the wet well at the access hatch cover.

E. Cable Holder:

1. Provide stainless steel kellum grip holders for pump and control cables.
2. Cables shall be easily adjusted to pumping level without splices.
 - a. Provide continuous cables from control panel to pumps and level controls.

F. Access Hatches:

1. Provide access hatch in accordance with the size of the pumps and included fall through protection with safety grate with opening arm.

2.6 ELECTRICAL EQUIPMENT:

A. Conform to NEC, NEMA and IEEE on all electrical equipment and controls. B) Duplex Control Panel shall include:

1. Primary Controls;
 - a. 4 wet well level and alarm controls shall be supplied by a Pressure Transducer and required power supply. The operation of the pumps shall be driven by the VFDs through a 4-20 milliamp signal sent to them from the Programed Logic Controller and the pressure transducer. The lowest level setting shall be for pump shutoff, the next level up shall initiate a VFD and turn on one of the pumps. As the level increases in the wet well, the VFDs shall increase the speed of the pump to match incoming flow. If the pump that is running cannot keep up with incoming flow, then at the next level up, the programmer shall initiate operation of the second pump and the speeds of the pumps shall be set to match incoming flow. As the wet well level decrease, the speed of the pumps will slow down to the point of the shut of level. A high-level set point shall also be set, at which it would activate the high level alarm system.
 - b. The pumps manufacturer or their representative shall be responsible the programming the operation of the equipment in the primary controls. They shall communicate with the City of Republic in setting the operational levels.
2. Secondary Controls;

- a. Wet well level and alarm controls shall be 120 volts and shall be provided by sealed float type mercury switches. The mercury tube switches shall be hermetically sealed stainless-steel capsule surrounded by polyurethane foam and encased in polypropylene for corrosion and shock resistance.
 - b. The support wire for each float switch shall have a neoprene jacket.
 - c. The float shall contain an internal weight to hold the switch in place in the wet well.
 - d. Each float switch shall hang in the wet well supported only by the individual cord connected thereto.
 - e. Three float sensors (normally-open) shall be provided for automatic operation with an electric alternator. The lower float switch control shall be at the turn-off level, the upper control is set at the turn-level required and the override control is set above the upper control so that both pumps will come on if the level rises above upper control. If one pump fails for any reason, the other pump shall automatically operate on the override control until trouble is corrected. A fourth float switch level sensor (normally-open) shall be used to operate a high level alarm and relay to a telephone dialer in the control panel. Alarm shall be audio and visual. A fifth level sensor (normally-closed) shall be provided and used to operate a low level alarm and turn off any pumps that are running and relay to a telephone dialer in the control panel. The Alarm shall also activate both local audible and visual. The fifth float shall work either the primary and secondary controls.
 - f. When the specified switch is placed in "float" position, this shall by-pass the VFDs and start the pumps "across" the line by activating the motor starters.
- B. Provide the electrical control panel Variable Frequency Drives, programmed logic controller, appropriately sized uninterrupted power supply, motor starters, and pump controls, as specified. A Human to Machine Interface (HMI) shall be included and allow the operator for on-site programming and changing of settings on site without the need of external programming devices. Control cabinet shall include indicating lights for pump run, moisture detection, overload and thermal trip. All lighted indicators shall be push to test. Provide all power and grounding as required for installation.
- C. Prefabricated Exterior Control Panel Design Requirements:
1. NEMA Type 4X enclosure with gasketed hinged door, padlock hasp, screw-type door clamps and padlock.
 2. Interior steel mounting panel.
 3. Sized to house VFDs, program controller, UPS, all required circuit breakers, 110 VAC receptacle for UPS, surge protection, distribution block, Omni Site Cellular Dialer, motor starters, relays, alternator, etc. switch for the selecting control operation of the pump through VFDs (pressure transducer or across the "line" (float switches).
 4. To be mounted on unistrut rack that is sized adequate to hold the required disconnect switches and the common control panel.
 5. Watertight termination fittings for all pipes and conduits entering enclosure.
 6. Interior of box insulated with 1-inch-thick noncombustible Styrofoam board insulation with foil facing.
 7. Chromalox 150-watt (minimum) Type S strip heater and a Chromalox WR-90 thermostat wired to power supply terminal block through a 5-A cartridge type fuse.
 8. Furnished by pump manufacturer.
 9. Panel shall be equipped with a HAND-OFF-AUTO switch for operation. Provide pump reset button to clear alarms once cleared.
 10. Panel shall be equipped with a 2 position switch for the purpose of selecting between pressure level controls and VFDs or the float switches and across the "line" operation. VFD shall include bypass. Provide breaker or disconnect to isolate each pump.
 11. Panel shall be provided with a run time meter for each pump. Meter shall be calibrated in one-hundredth hour increments.
 12. An automatic alternator with manual switch shall be provided to change the sequence of operation at the end of each pumping cycle. The manual switch shall allow for either pump to be selected as lead pump or for automatic alternation. Timed alternation will not be acceptable. The alternator shall have a light indicating which pump is in the lead. In the event that either pump is out of service the alternator shall be bypassed.
 13. Control panel shall be provided with 480V, 3-phase feed, internal transformer, and 120 volt single phase service receptacle.
 14. All control components, programming, contactors, etc shall be included for complete operation.
 15. Provide external lockable service disconnect to switch power off for the entire lift station.
 16. Lightning arrestor
 17. 3-phase monitor
- D. Alarm System:

1. The alarm system shall be activated in cases of power failure, pump failure, low or high water level, unauthorized entry and all available generator alarms based on the approved make/model of generator (example: low fuel, over-temp, low oil pressure).
2. Alarm system shall activate a red warning light located on the electric service pole, an audible horn, and a cellular dialer operation. City shall provide cellular service only with all other programming and operation under this contract. Provide all programming in accordance with the City service provider.

E. System Start-up, Performance Testing, and Warranty:

1. Installation, Inspection, and testing: All Work shall conform to manufacturer's recommendations.
2. Provide 5 year warranty on pumps and 10 year warranty on the motor.
3. Provide equipment manufacturer start-up for system and owner training.
4. Conduct in the presence of Contractor, Engineer and City. B) Equipment Tests:
 - a. Check performance of all components as a functioning unit.
 - b. Check alignment of each unit
5. Conduct such operational tests as necessary to determine that the performance of equipment and controls is as specified.
6. Tests will generally consist of placing equipment in operation under varying conditions and observing performance.
7. Make all necessary equipment adjustments and corrective work indicated by tests.
8. Submit a written test report to the City with one copy to Engineer in a letter form stating operations performed and results obtained for each unit.
9. Prepare surfaces of damaged and uncoated areas and touch-up paint as required for complete protection.

END OF SECTION 221343

SECTION 260000 - GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Common electrical installation requirements.

1.2 SPECIFICATION FORM AND DEFINITIONS

- A. These Specifications are abbreviated form and contain incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "shall be," "as noted on the drawings," "according to the drawings," "a," "an," "the," and "all" are intentional. Omitted words and phrases shall be supplied by inference.
- B. When a word such as "proper," "satisfactory," "equivalent," and "as directed" is used, it requires Engineer's review.
- C. "Provide" means furnish and install.
- D. "Working Day" wherever used in these Specifications, shall mean the normal working days Monday through Friday, exclusive of Saturday, Sunday, and federally observed holidays.
- E. Architect/Engineer hereinafter abbreviated A/E shall mean both the Design Architects and the Design Engineers.
- F. Design Engineer hereinafter abbreviated D/E shall mean the engineering firm, RTM Engineering Consultants, 3333 E. Battlefield Suite 1000 Springfield, MO 65804, Telephone (417) 881-0020. Contact Person Jennifer Luce.
- G. General Contractor hereinafter abbreviated G/C shall mean the person or company and their subcontractors who enter into contract with the Owner to perform the general division work.
- H. Electrical Contractor hereinafter abbreviated E/C shall mean the person or company and their subcontractors who enter into contract with the G/C to perform the division 26 work.
- I. Plumbing Contractor hereinafter abbreviated P/C shall mean the person or company and their subcontractors who enter into contract with the G/C to perform the division 22 work.
- J. Equipment and/or materials manufacturer hereinafter abbreviated E/M shall mean the manufacturer of equipment or materials specified or referred to.

1.3 GENERAL EXTENT OF WORK

- A. Provide electrical systems indicated on drawings, specified or reasonably implied. Provide every device and accessory for proper operation and completion of mechanical systems. In no case will claims for "Extra Work" be allowed for work about which E/C could have informed himself before bids were taken.
- B. E/C shall familiarize himself with equipment provided by other contractors, which require electrical connections and controls.
- C. Make required electrical connections to equipment provided under Architectural and mechanical divisions of this project, except where shown or specified otherwise. Make required internal field wiring modifications indicated on wiring diagrams of factory installed control system for control sequence specified. These field modifications shall be limited to jumper connections and connection of internal wiring to alternate terminal

block lugs. Cost for field modifications requiring re-wiring of factory installed control systems for equipment provided by G/C or M/C shall be included in base bid of each respective contractor.

- D. E/C shall check electrical data and wiring diagrams received from M/C for compliance with project voltages, wiring, controls, and protective devices on electrical drawings. Promptly bring discrepancies found to attention of A/E for a decision.
- E. Coordinate closely with M/C and P/C for all mechanical, plumbing and/or HVAC equipment electrical connection requirements. Disconnecting means as indicated on the drawings is shown schematically. E/C shall verify mounting location and equipment connection points with all other contractors and connect all equipment per the supplied equipment manufacturer's requirements. E/C shall verify mounting location of all disconnecting means with the E/M and install per those requirements and so as not to impact equipment performance, access, operation and/or warranty. Disconnecting means shall be installed in an accessible location with working clearances as required by the National Electric Code. Provide structural supports securely attached to the building structure separate from mechanical equipment and/or supports for mounting of disconnecting means as required and include costs for all such supports and associated equipment in the base bid. Maintain all conduit and conductor feeds to equipment concealed inside the building or below grade and stub up at the equipment inside the curb or at equipment supports. Unistrut shall not be allowed for any roof penetrations.
- F. Coordinate closely with G/C, M/C and P/C for all electrical, lighting, mechanical, plumbing and/or HVAC equipment locations. Refer to the mechanical, plumbing and architectural plans for exact locations and quantities of all HVAC equipment, plumbing equipment, smoke dampers, fire/smoke dampers, pumps, miscellaneous equipment, etc. Locations and quantities shown on the electrical drawings are approximate and may not reflect final position or quantity. The electrical contractor shall be responsible for familiarizing himself with all drawings and specifications in the construction documents, not just the electrical drawings. The electrical contractor shall provide final connection to all equipment and lighting. Where equipment or lighting is shown on the mechanical, plumbing or architectural plans but not shown on the electrical plans, electrical contractor shall provide power to the equipment based on equipment requirements as scheduled or noted, specified and/or per the manufacturer's requirements and include all costs in the base bid. Location shown of electrical connection to mechanical, plumbing or other equipment is schematic and may not reflect actual connection points. Rough-in and connection to the equipment shall be per the equipment manufacturer's requirements, the National Electric Code and as required to keep electrical connections concealed from view. All rough-in requirements shall be verified with the respective contractor and equipment manufacturer prior to any work being performed.
- G. Refer to the construction documents for owner-supplied, contractor installed materials, equipment or fixtures. Contractor shall be prepared to receive materials and equipment arriving on the project site and shall be responsible for storing, removing from packaging and assembling on site prior to installation. Coordinate delivery times and all requirements with the owner through the general contractor. Contractor shall provide any and all necessary additional materials, supports, bracing, mounting brackets, back-boxes, etc. as required for installation of owner-supplied, contractor-installed materials, equipment or fixtures.

1.4 LOCAL CONDITIONS

- A. Visit site and determine existing local conditions affecting work in contract.
- B. Failure to determine site conditions or nature of existing or new construction will not be considered a basis for granting additional compensation.

1.5 CODES, ORDINANCES, RULES AND REGULATIONS

- A. Provide work in accordance with applicable codes, rules, ordinances, and regulations of Local, State, and Federal Governments and other authorities having lawful jurisdiction.
- B. Drawings and specifications indicate minimum construction standards, but should any work indicated be sub-standard to any ordinances, laws, codes, rules, or regulations bearing on work, E/C shall promptly notify A/E in writing before proceeding with work so that necessary changes can be made. However, if E/C proceeds with work knowing it to be contrary to any ordinances, laws, rules, and regulations, he shall

thereby have assumed full responsibility for and shall bear all costs required to correct non-complying work.

- C. Conform to latest editions and supplements of the following codes, standards, or recommended practices.
 - 1. CITY CODES:
 - a. 2018 International Codes
 - 2. SAFETY CODES:
 - a. National Electric Safety Code Handbook H30 – National Bureau of Standards.
 - b. Occupational Safety and Health Standards – Department of Labor.
 - c. Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped – American Standards Institute ANSI A117.1.
 - 3. NATIONAL FIRE CODES:
 - a. NFPA No. 70 – National Electric Code – 2017 Edition.
 - b. NFPA No. 101 – Life Safety Code – 2012 Edition.
 - 4. UNDERWRITERS LABORATORIES, INC.:
 - a. UL 508 – Standards for Industrial Control Equipment.
 - b. UL 1008 – Standard for Automatic Transfer Switches.
 - c. All materials, equipment and component parts of equipment shall bear UL labels whenever such devices are listed by UL.
- D. E/C shall secure and pay for necessary permits and certificates of inspection required by governmental ordinances, laws, rules, or regulations. Keep a written record of all permits and inspection certificates and submit two (2) copies to A/E with request for final inspection.
- E. E/C shall secure and pay for necessary permits and certificates of inspection required by governmental ordinances, laws, rules or regulations. Keep a written record of all permits and inspection certificates and submit two copies to A/E with request for final inspection.

1.6 CONTRACT CHANGE

- A. Changes or deviations from contract; including those for extra or additional work must be submitted in writing for review of A/E. No verbal orders will be recognized.
- B. Changes in the work shall be submitted in accordance with AIA Document A201, General Conditions of the Contract for Construction.
- C. All change proposals shall be itemized indicating separately the costs for materials, labor, restocking charges, freight, bonds, insurance, overhead, and profit. All materials shall be listed separately with quantities and individual unit prices. Labor factors shall be from a nationally recognized source with appropriate adjustments.
- D. All submitted breakdowns shall be broken out individually for labor and material for each separate line item in the respective supplemental instruction, contract change directive, or proposal request. Items submitted with lump sums will be returned un-reviewed.
- E. The maximum allowable profit for any change order shall be ten percent (10%).
- F. See Example below:

PRICING SHEET

Project:	Project Name		Date:	August 1, 2022		
Location:	Project Location		Estimator:	Jane Doe		
Labor Rate:	\$22.00					
Material	Units	Unit Measure	Material Per Unit	Man Hours Per Unit	Total Man Hours	Materials Total
Add						
Drill & Patch Holes	1	lot	\$1,285.00	3.000	3.00	\$1,285.00
4" LB w/cover	6	ea	\$105.23	2.750	16.50	\$631.38
4" Compr. Conn	6	ea	\$87.70	1.000	6.00	\$526.20
4" GRC	40	ea	\$9.04	0.280	11.20	\$361.57

4" cut & thread labor	4	ea	\$0.00	1.600	6.40	\$0.00
4" GRC-PVC Adptr.	16	ea	\$4.70	0.675	10.72	\$75.20
4" GRC 90 Ell	4	ea	\$56.34	1.500	6.00	\$225.36
4" Sch 40 PVC	460	ea	\$2.25	0.600	27.60	\$1,034.03
Resocking Fee 20%	1	lot	\$212.26	0.00	0.00	\$212.26
Return Freight	1	lot	\$26.40	0.000	0.000	\$26.40
Deduct						
4" EMT	-330	ea	\$2.46	0.045	(14.85)	(\$812.79)
4" EMT 90 Ell	-6	ea	\$26.64	1.100	(6.60)	(\$159.84)
4" EMT Cplg	--39	ea	\$2.27	0.270	(10.53)	(\$88.66)
SUBTOTAL					55.44	\$3316.12
SALES TAX					6.125%	\$203.11
LABOR		55.4	MH	\$21.74		\$1,205.27
5% OVERHEAD						\$236.23
8% PROFIT						396.86
TOTAL						\$5357.59

1.7 LOCATIONS AND INTERFERENCES

- A. Locations of equipment, piping, and other mechanical work are indicated diagrammatically by electrical drawings. Lay out work from dimensions on Architectural and Structural Drawings. Verify equipment size from manufacturer's shop drawings.
- B. Study and become familiar with contract drawings of other trades and in particular the general construction drawings and details to obtain necessary information for figuring installation. Cooperate with other workmen and install work to avoid interference with their work. Minor deviations not affecting design characteristics, performance, or space limitations may be permitted if reviewed by A/E prior to installation.
- C. Any conduit, apparatus, appliance, or other electrical item interfering with proper placement of other work as indicated on drawings, specified, or required shall be removed and if so shown, relocated and reconnected without extra cost. Damage to other work caused by the E/C, his subcontractor, his workmen, or by any cause whatsoever, shall be restored as specified for new work.
- D. Do not scale mechanical and electrical drawings for dimensions. Accurately lay out work from dimensions indicated on architectural drawings unless such is found in error.

1.8 SYSTEM PERFORMANCE

- A. Final acceptance of work shall be subject to the condition that all systems, equipment, apparatus, and appliances operate satisfactorily as designed and intended; work shall include required adjustment of systems and control equipment installed under this specification.

1.9 WARRANTY

- A. Unless noted otherwise in specifications, E/C warrants to Owner and Architect the quality of materials, equipment, workmanship, and operation of equipment provided under this specification division for a period of one (1) year from and after date of substantial completion of building and acceptance of mechanical systems by Owner.
- B. Where manufacturers' warranties expire before or during the one-year warranty period as specified in item 1, the E/C shall include provisions for extending the manufacturer's warranty as required to match the one-year period from substantial completion and shall include cost for warranty extension in his base bid.
- C. E/C warrants to Owner and Architect that on receipt of written notice from either of them within one (1) year warranty period following date of acceptance, all defects that have appeared in materials and/or workmanship shall be promptly corrected to condition required by contract documents at E/C's expense.

- D. The above warranty shall not supersede any separately stated warranty or other requirements by law or by these specifications.
- E. Keeps an itemized list of all equipment warranties listing equipment by name, mark, and type along with length and expiration date of each warranty. Submit two (2) copies to A/E with request for final inspection.
- F. If the Architect's specification includes a warranty requirement that exceeds the above warranty requirements, the Architect's warranty shall take precedence.

1.10 MATERIALS, EQUIPMENT AND SUBSTITUTIONS

- A. The intent of these specifications is to allow ample opportunity for E/C to use his ingenuity and abilities to perform the work to his and the Owner's best advantage, and to permit maximum competition in bidding on standards of materials and equipment required.
- B. Material and equipment installed under this contract shall be first class quality, new, unused, and without damage.
- C. In general, these specifications identify required materials and equipment by naming first the manufacturer whose product was used as the basis for the project design and specifications. The manufacturer's product, series, model, catalog, and/or identification numbers shall set quality requirements for comparing the equivalency of other manufacturer's products in general. Where models are listed or scheduled with information that does not match specified manufacturer's data for size or capacity, the larger, more expensive and/or restrictive requirement between the schedule and the manufacturer's data shall be met and included. Where other manufacturer's names are listed, they are considered an approved manufacturer for the product specified; however, the listing of their names implies no prior approval of any product unless specific model or catalog numbers are listed in these specifications or in subsequent addenda. The naming of a manufacturer, or even a model number, does not alleviate the contractor from being required to provide or submit equipment which meets all of the criteria and items listed in the specifications or shown on the plans even if the specified model and/or manufacturer does not. All requirements on the drawings must be met, not just the specific model number or manufacturer. Where other than first named products are used for E/C's base bid proposal, it shall be his responsibility to determine prior to bid time that his proposed materials and equipment selections are products of approved manufacturers, which meet or exceed the specifications, fit physically in the spaces provided, are compatible with all other systems and are acceptable to the D/E.
- D. Where varying or conflicting information, notes or specifications may be shown in different locations on the drawings, schedules, or specifications, all requirements are required to be met and the worst case or more expensive and/or restrictive option should be included where duplicate information is not the same. Notify A/E for clarification.
- E. Where materials or equipment are described but not named, provide required items of first quality, adequate in every respect for intended use. Such items shall be submitted to A/E for review prior to procurement.
- F. **PRIOR TO RECEIPT OF BIDS, IF E/C WISHES TO INCORPORATE PRODUCTS OTHER THAN THOSE NAMED IN SPECIFICATIONS IN HIS BASE BID, HE SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW OF SUBSTITUTIONS TO D/E NOT LESS THAN SEVEN (7) WORKING DAYS PRIOR TO BID TIME. D/E WILL REVIEW REQUESTS AND ACCEPTABLE ITEMS WILL BE LISTED IN AN ADDENDUM ISSUED TO PRINCIPAL BIDDERS.**
- G. Materials and equipment proposed for substitutions shall be equal to or superior to that specified in construction, efficiency, utility, aesthetic design, and color, as determined by A/E, whose decision shall be final and without further recourse. Physical size of substitute brand shall be no larger than space provided including allowances for access for installation and maintenance of installed equipment, as well as other systems shared in the same space. Requests must be accompanied by two (2) copies of complete descriptive and technical data including E/M's name, model, and catalog number, photographs or cuts, physical dimensions, operating characteristics, and any other information needed for comparison.
- H. In proposing a substitution prior to or subsequent to receipt of bids, include in such proposal cost of altering other elements of project, including (but not limited to) adjustments in mechanical, electrical,

plumbing, controls, fire alarm and/or any other service requirements necessary to accommodate such substitution; whether such affected elements are under this contract or under separate contracts.

- I. Within seven (7) working days after bids are received, apparent lower bidder shall submit to A/E for approval three (3) copies of a list of all major items of equipment he intends to provide. As soon as practicable and within 30 working days after award of contract, E/C shall submit shop drawings for equipment and materials to be incorporated in work, for A/E review. Where 30 day limit is insufficient for preparation of detailed shop drawings on major equipment or assemblies, E/C shall submit manufacturer's descriptive catalog data and indicate date such detailed shop drawings will be submitted along with manufacturer's certification that order was placed within 30 working day limit.
- J. After execution of contract, substitution of product brands for those named in Specifications will be considered, only if:
 1. Request is received within 30 days after contract date and request includes statement showing credit due Owner, if any, if substitution products are used, or
 2. Owner requests consideration be given to substitute brands.

1.11 SHOP DRAWINGS, OPERATION AND MAINTENANCE INSTRUCTION

- A. Unless noted differently in the general requirements of the specifications, E/C shall furnish one of the following options, whichever format is preferred:
 1. Electronic PDF submittals to the Architect. Shop drawings submitted electronically shall be returned electronically via the same path.
 2. A minimum of six (6) paper copy sets of shop drawings of all materials and equipment, A/E will retain two (2) sets.
- B. Where catalog cuts are submitted for review, conspicuously mark or provide schedule of equipment, capacities, controls, fittings, sizes, etc., that are to be provided. Mark equipment to match equipment labels provided on the drawings, schedules or specifications. Mark each submitted item with applicable section and paragraph numbers of these specifications, or plan sheet number, when item does not appear in specifications. Where equipment submitted does not appear in base specifications or specified equivalent, submittals shall be marked with applicable alternate numbers, change order numbers, or letters of authorization where said equipment was approved. Each submittal shall contain at least two (2) sets of original catalog cuts. Each catalog sheet shall bear E/M's name and address. All shop drawings on materials and equipment listed by UL shall indicate UL approval on submittal.
- C. E/C shall check all shop drawings to verify that they meet specifications and/or drawing requirements before forwarding submittals to the A/E for their review. All shop drawings submitted to A/E shall bear E/C approval stamp which shall indicate that E/C has reviewed submittals and that they meet specification and/or drawing requirements. E/C's submittal review shall specifically check for, but not be limited to, the following: equipment capacities, physical size in relation to space allowed; electrical characteristics, provisions for supply, return, and drainage connections to building systems. All shop drawings not meeting E/C's approval shall be returned to his supplier for resubmittal.
- D. No shop drawing submittals will be considered for review by the A/E without E/C's approval stamp, or that have extensive changes made on the original submittal as a result of E/C's review.
- E. A/E will not be responsible for the cost of returning shop drawing submittals that are submitted to them without E/C's review and approval stamp. A letter will be sent to E/C by either the Architect or Engineer indicating receipt of an improper submittal. E/C shall acknowledge receipt of letter and indicate his plans for pick-up or resubmitting. A/E will hold improper submittals for pick-up by E/C or supplier for 15 working days after date of receipt. If not picked up by the 16th working day, submittals will be disposed of by A/E.
- F. A/E's review of shop drawings will not relieve E/C of responsibility for deviations from drawings and specifications unless such deviations have been specifically approved in writing by Owner or his representative, nor shall it relieve E/C of responsibility for errors in shop drawings. No work shall be fabricated until A/E's review has been obtained. Any time delay caused by correcting and resubmitting shop drawings will be E/C's responsibility.
- G. A/E shall make every effort to provide shop drawing review in a timely fashion, but in no case shall the A/E be held responsible for delays in project construction or completion without prior notification of scheduling

requirements specifically for return of shop drawings at least 8 weeks in advance. In no case shall less than 10 working days after A/E receipt of shop drawings be counted on by the contractor for A/E shop drawing review without prior notification and approval.

- H. Operating and Maintenance Instructions:
1. Submit with shop drawings of equipment: copies of installation, operating, maintenance instructions, and parts list for equipment provided. Instructions shall be prepared by E/M.
 2. Keep in safe place keys and wrenches furnished with equipment under this contract. Present to Owner and obtain a receipt for same upon completion of project.
 3. Contractor shall provide all final documents including drawings, shop drawings, etc., in PDF format on a single disk to Owner. A total of five (5) CD's shall be provided, three (3) to the Owner and two (2) to A/E. No exceptions will be allowed to this requirement. Videotaping, as specified in other parts of this specification, will also be required at closeout.

1.12 PROPOSED VALUE ENGINEERING/PROJECT SCOPE REVISIONS

- A. Where design revisions are requested/required based on value-engineering or proposed changes in project scope, the contractor shall include in his proposed cost savings or adds the necessary MEP design fees that are required for modifying construction documents and associated meetings. In order to determine that value to be included, the contractor shall submit to the A/E the proposed scope of the work required for the changes at least 7 days prior to required pricing submittal so that the design fees can be accurately determined and included. Design work and drawing changes will only commence once the design fee is established and a signed agreement returned to the A/E for inclusion.
- B. Where the contractor proposes to use different size equipment, feeders, feeder materials, circuit breakers, fuses or significant difference in routing of feeders or branches than shown in the construction documents, the contractor shall include the necessary MEP design fees that are required for modifying or creating construction drawings necessary either for construction or submission to the authority having jurisdiction and required for additional review. Design work and drawing changes will only commence once the design fee is established and a signed agreement returned to the A/E for inclusion.

1.13 CAD FILE REQUESTS

- A. CAD files are the property of the D/E. CAD files are only available upon documented written request which must be forwarded to the D/E office. Prior to receiving any CAD files, the contractor shall submit a drawing cost fee of \$50 per construction drawing up to a maximum \$1500. In addition, the contractor must sign a Second Party User Agreement and Drawing Request Form (available upon request) which must be forwarded back to the D/E office prior to any CAD files being released. BIM/Revit models will not be made available.

1.14 CUTTING AND PATCHING

- A. Contractor shall do cutting, and patching of building materials required for installation of work herein specified. Cut no structural members without Architect's approval and in a manner approved by him.
- B. Patching shall be by mechanics of particular trade involved and shall meet approval of Architect.
- C. Drilling and cutting of openings through building materials requires Architect's review and approval. Make openings in concrete with concrete hole saw or concrete drill. Do not use star drill or air hammer for this work.
- D. Provide polished chrome plated escutcheons as needed for all pipe, tube, etc that penetrates a wall where exposed. Provide fire rated material at all rated wall per UL, NFPA, or as otherwise required.

1.15 MUTILATION

- A. Mutilation of building finishes, caused by installation of electrical equipment, fixtures, outlets, and other electrical devices shall be repaired at E/C's expense to approval of Architect.

1.16 SETTING, ADJUSTMENT AND EQUIPMENT SUPPORTS:

- A. Work shall include mounting, alignment, and adjustment of all systems and equipment. Set equipment level on adequate foundations and provide proper anchor bolts and isolation. Level, shim, and grout equipment bases as recommended by E/M. Mount motors, align and adjust drive shafts and belts according to E/M's instructions. Equipment failures resulting from improper installation or field alignment shall be repaired or replaced by E/C at no cost to Owner.
- B. Provide grout, sleeves, demolition, supports, and anchors as needed for complete professional installation.

1.17 START-UP, CHANGE-OVER, TRAINING AND OPERATIONAL CHECKS

- A. E/C shall perform initial start-up of systems and equipment. Personnel qualified to start-up and service this equipment, including E/M's technicians, when specified, and Owner's operating personnel shall be present during these operations.
- B. E/C shall be responsible for training Owner's operating personnel to operate and maintain systems and equipment installed. Keep a record of training provided to Owner's personnel listing the date, subject covered, instructor's name, names of Owner's personnel attending, and the total hours given each individual.
- C. E/C shall report in person to Owner's designated operating personnel at end of first month of operation and thereafter at end of sixth and 12th months after date of substantial completion of building to check operation of equipment that was installed under contract. Contractor shall answer operating personnel's questions regarding system operation and shall ascertain that systems are operating normally and are being properly maintained by Owner. If E/C finds that systems are not being operated and maintained as designed, he shall inform the building engineer/Owner and A/E in writing.
- D. After each inspection, E/C shall submit written report to A/E indicating condition of equipment and including any recommended changes in operation of system or other information which will be helpful to Owner.

1.18 MAINTENANCE OF SYSTEMS

- A. E/C shall be responsible for operation, maintenance, and lubrication of equipment installed under his contract. All equipment and systems shall be fully operational when turned over to the owner at project substantial completion.

1.19 PROTECTION AND CLEANING OF SYSTEMS AND EQUIPMENT

- A. It shall be E/C's responsibility to protect and prevent damage to all electrical materials and equipment stored and/or installed under this contract. All work, materials, and equipment shall be adequately protected by any and all means necessary to prevent damage by weather, flooding, condensation, construction debris, fire, and construction equipment and vehicles.
- B. Equipment not rated for outdoor use shall be protected from moisture damage before and during construction. Covering equipment with a tarp on site is not considered a means of providing protection from moisture. Any equipment not rated for outdoor use exposed to moisture for any duration shall be replaced with new equipment at the contractor's expense.
- C. Where job conditions, or work of other contractors produce the potential for damage to electrical systems and equipment, E/C shall immediately notify the G/C so that corrective action can be taken.

- D. E/C shall take extra precautions to protect electrical equipment containing solid state electronics, open relays, and contacts from damage by water, dust, dirt, construction debris, and the formation of condensate. All equipment so damaged shall be replaced by E/C with new equipment at no cost to Owner.
- E. E/C shall periodically inspect and clean all systems and equipment to ensure all systems and equipment remain in like new condition during construction, free from dust and debris. All cleaning shall be done in accordance with E/M's recommendation where available and applicable.
- F. Before request for final inspection, all systems and equipment shall be properly cleaned, vacuumed, polished, painted, etc., as required to return equipment to like new appearance.
- G. All equipment requiring painting or touch-up shall be properly prepared and painted in accordance with this specification.

1.20 RECORDING AND REPORTING TESTS AND DATA

- A. Record nameplate horsepower, amperes, volts, phase service factor, and other necessary data on motors and other electrical equipment furnished and/or connected under this contract.
- B. Record voltage and amperes-per-phase readings taken at service entrance equipment after completion of project with building operating at normal electrical load. This reading shall be taken continuously for a 24-hour period and recorded on permanent tape and submitted to A/E.
- C. Submit at least two (2) copies of data noted above to A/E for review prior to final inspection.
- D. Keep a record of all deviations made from routes, locations, circuiting, etc., shown on contract drawings. Prior to final inspection, submit one (1) new set of project drawings with all deviations and change clearly indicated.

1.21 RECORD DOCUMENTS

- A. Record Drawings: Maintain a reproducible set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with red erasable red pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information, which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each sheet.
- B. The Contractor shall provide a full set of photographs showing the entire underground equipment. The photographs shall be taken prior to any concrete being poured. The underground equipment shall consist of, but not be limited to, the following:
 1. Conduits
- C. The Contractor shall provide the photographs in an 8.5-inch by 11-inch format for record keeping purposes with the maintenance manuals. The photos shall all be digital, and a disk or CD shall be provided to the Owner as a permanent record.
- D. As-built documents shall be submitted for approval prior to final payment. Copies of "in-progress" as-built drawings shall be submitted at each pay request.

END OF SECTION 260000

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Backboards.
 2. Copper building wire rated 600 V or less.
 3. Control-circuit conductors
 4. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
1. Section 260000 "General Electrical Requirements".

1.2 DEFINITIONS

- A. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Provide conductors by Encore Wire and Cable, Southwire, Senator Wire and Cable, and Cerro Wire or equivalent.
- C. Standards:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 2. RoHS compliant.
 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors. Unless noted otherwise conductors referred to are wires and cable. Provide code grade soft annealed copper conductors with specified insulation type in proper colors to conform to color coding specified. Provide conductors No. 8 gauge and larger stranded and conductors No. 10 gauge and smaller shall be solid.
- E. Conductor Insulation all rated for 90 deg C with thermoplastic insulation:
1. Type THHN and Type THWN-2: Comply with UL 83.
 2. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
- F. Plenum-Rated, Paired Cable: NFPA 70, Type CMP. All shall be plenum rated unless noted otherwise.
1. Multi-pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
 2. PVC insulation.
 3. Unshielded.
 4. PVC jacket.

5. Flame Resistance: Comply with NFPA 262.

2.2 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- B. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- D. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: One hole with standard barrels.
 - 3. Termination: Compression

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
 - 1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:
 - 1. Copper, Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Lighting and Receptacle Circuits: Type THHN, 600 volt, 90 deg C (194 deg F) thermoplastic insulated building conductor.
- B. Power Circuits and Feeders: Type THHN, 600 volt, 90 deg C (194 deg F) thermoplastic insulated building conductor.
- C. Low Voltage and Line Voltage Conductors Sizes No. 16 and No. 18 AWG: Type TFFN, 600 volt, 90 deg C (194 deg F) thermoplastic insulated building conductor.
- D. Underground Circuits and Feeders: Type THHN/TWHN, 600 volt, 75 deg C (167 deg F) wet rating and 90 deg C (194 deg F) dry rated thermosetting filled insulating cable

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Run conductors in conduit continuous between outlets and junction boxes with no splices or taps pulled into conduits.
- E. Neatly route, tie, and support conductors terminating at switchboards, motor control centers, panelboards, sound equipment, etc., with Thomas & Betts Ty-Rap cable ties and clamps or equivalent by Electrovert or Panduit.
- F. Make circuit conductor splices with Buchanan B- Cap nylon insulated connectors or equivalent by Ideal or 3M.
- G. Make fixture and device taps with Scotchlock self-stripping electrical tap connectors.
- H. Terminate solid conductors at equipment terminal strips and other similar terminal points with insulated solderless terminal connectors. Terminate all stranded conductor terminal points with insulated solderless terminal connectors. Provide Thomas & Betts Sa-Kon insulated terminals and connectors or equivalent by API/AMP Blackburn, Buchanan, or Scotchlock.
- I. Where a total of six (6) or more control and feeder conductors terminate in a multiple device panel or enclosure that has no built-in terminal blocks, provide mounting channel and see-through covers. Equivalent terminal blocks by General Electric, Square D, or approved equal.
- J. Wrap conductor taps and connections requiring additional insulation with a minimum of three (3) overlapped layers of 3M Scotch vinyl plastic electrical tape No. 88 or equivalent.

3.4 ELECTRICAL CIRCUITING

- A. In general, comply with designated circuiting as shown on the electrical drawings where possible. Where circuiting is changed in the field, the contractor shall document actual circuiting and homerun numbers, and panelboard labels shall accurately indicate field-installed circuiting.
- B. For multi-wire branch circuits (or shared neutral), these shall be allowed at the contractor's option where common practice dictates provided the contractor complies with all National Electric Code requirements. The electrical drawings and panelboard schedules in the construction documents reflect single-circuit homeruns with single-pole circuit breakers.
- C. Provide continuous color coding for feeder, branch, and control circuits. Insulation or identification tape color shall be same color for like circuits throughout. Where specified insulation colors are not available in larger wire sizes, color code conductor at all accessible locations with Scotch 35 all-weather color code tape.
- D. Identify the same phase conductor with same color throughout.

3.5 CONDUIT APPLICATION

- A. All circuiting on the project shall be in steel conduit unless noted otherwise in this section, or elsewhere within these specifications or construction documents.
- B. Provide galvanized rigid steel (GRC) conduit for the following applications:

1. Exposed outside circuits
2. All feeders exceeding 480V.

C. Non-metallic, rigid conduit (flexible ENT is not allowed for any systems) shall be allowed for the following applications (transition to steel conduit shall be made for all applications prior to conduit coming up from below grade – non-metallic conduit is not allowed above grade for any purpose):

1. Secondary Electrical service entrance feeders fed below grade.

D. Use no conductors smaller than No. 12 gauge unless specifically called for or approved by D/E. Size wire for 120 volt branch circuits for 3 percent maximum voltage drop. Size feeder circuits for 2 percent maximum voltage drop. Combined voltage drop of feeders and branch circuits shall not exceed 5 percent maximum.

3.6 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.
- D. Comply with requirements in Section 284621.11 "Addressable Fire-Alarm Systems" for connecting, terminating, and identifying wires and cables.

3.7 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.8 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.9 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
- C. Related Requirements:
 - 1. Section 260000 "General Electrical Requirements".

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B3.
 - 2. Stranded Conductors: ASTM B8.
 - 3. Tinned Conductors: ASTM B33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Conduit Hubs: Mechanical type, terminal with threaded hub.
- G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- H. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- J. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- K. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- L. Straps: Solid copper, copper lugs. Rated for 600 A.
- M. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.
- N. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, size per drawings.
 - 1. Bury at least 30 inches (750 mm) below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeder.
 - 2. Receptacle circuits.

3. Single-phase motor and appliance branch circuits.
4. Three-phase motor and appliance branch circuits.
5. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Section 260000 "General Electrical Requirements".

1.2 SUMMARY

- A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Bands and tubes.
4. Tapes and stencils.
5. Tags.
6. Signs.
7. Cable ties.
8. Paint for identification.
9. Fasteners for labels and signs.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 1. Temperature Change: 120 deg F ambient; 180 deg F, material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
 1. Black letters on an orange field.
 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase-and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
4. Color for Neutral: White or gray.
5. Color for Equipment Grounds: Bare copper, Green (120/208) Green with a yellow stripe(277/480).
6. Colors for Isolated Grounds: Green two or more yellow stripes.
7. Control: Pink

C. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

D. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
3. Arc Flash Warning: Nominal system voltage, available fault current, service overcurrent protective device clearing time, and the label date must be included in the arc-flash warning label per requirements of NEC 110.16.

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

1. Equivalent to Brady or approved equal.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameter and that stay in place by gripping action.

1. Equivalent to Brady or approved equal.

C. Self-Adhesive Wraparound Labels: Preprinted or written, 3-mil thick vinyl flexible label with acrylic pressure-sensitive adhesive.

1. Equivalent to Brady or approved equal.
2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
3. Marker for Labels: Permanent, waterproof, black ink marker recommended by tag manufacturer.
4. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

- D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
1. Equivalent to Brady or approved equal.
 2. Minimum Nominal Size:
 - a. 1-1/2 by 6 inches for raceway and conductors.
 - b. 3-1/2 by 5 inches for equipment.
 - c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

- A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameters sized to suit diameter and that stay in place by gripping action.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameters of and shrunk to fit firmly around item being identified. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.

2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mil thick by 1 to 2 inches wide; compounded for outdoor use.
- C. Tape and Stencil: 4-inch wide black stripes on 10-inch centers placed diagonally over orange background and is 12 inches wide. Stop stripes at legends.
- D. Floor Marking Tape: 2-inchwide, 5-mil pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.
- E. Underground-Line Warning Tape:
 1. Tape:
 - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
 2. Color and Printing:
 - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE"
 - c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".
 3. Tag: Standard
 - a. Pigmented polyolefin, bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Thickness: 4 mils.
 - d. Weight: 18.5 lb/1000 sq. ft.
 - e. Tensile according to ASTM D882: 30 lbf and 2500 psi.

4. Tag: Detectable
- a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, **continuous-printed on one side with the inscription of the utility**, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Overall Thickness: 5 mils.
 - d. Foil Core Thickness: 0.35 mil.
 - e. Weight: 28 lb/1000 sq. ft..
 - f. Tensile according to ASTM D882: 70 lbf and 4600 psi.
- F. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.6 TAGS

A. Write-on Tags:

1. Polyester Tags: 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment.
2. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
3. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.7 SIGNS

A. Baked-Enamel Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal Size: 7 by 10 inches.

B. Metal-Backed Butyrate Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal Size: 10 by 14 inches.

C. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.
2. Thickness:
 - a. For signs up to 20 sq. in., minimum 1/16 inch thick.
 - b. For signs larger than 20 sq. in., 1/8 inch thick.
 - c. Engraved legend with black letters on white face.
 - d. Self-adhesive.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 Deg F according to ASTM D638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 deg F.

4. Color: Black, except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D638: 12,000 psi.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.
1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D638: 7000 psi.
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F.
 5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.
- H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
1. Secure tight to surface of conductor, cable, or raceway.
- I. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.
- J. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer, load shedding and testing.
- L. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- M. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
 1. "EMERGENCY POWER."
 2. "POWER."
 3. "UPS."
- N. Vinyl Wraparound Labels:
 1. Secure tight to surface at a location with high visibility and accessibility.
 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- O. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- P. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
- Q. Self-Adhesive Labels:
 1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.
- R. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- S. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- T. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- U. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- V. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- W. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- X. Underground Line Warning Tape:
 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
 2. Limit use of underground-line warning tape to direct-buried cables.
 3. Install underground-line warning tape for direct-buried cables and cables in raceways.

Y. Write-on Tags:

1. Place in a location with high visibility and accessibility.
2. Secure using general-purpose, UV-stabilized or plenum-rated cable ties as required.

Z. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on minimum 1-1/2-inch high sign; where two lines of text are required, use signs minimum 2 inches high.

AA. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on minimum 1-1/2-inch high sign; where two lines of text are required, use signs minimum 2 inches high.

BB. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on minimum 1-1/2-inch high sign; where two lines of text are required, use signs minimum 2 inches high.

CC. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30A and 120V to Ground: Identify with self-adhesive raceway labels or vinyl tape applied in bands.
 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:
 1. "EMERGENCY POWER."
 2. "POWER."
 3. "UPS."
- E. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive wraparound labels with the conductor or cable designation, origin, and destination.
- F. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive wraparound labels with the conductor designation.

- G. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- H. Workspace Indication: Apply floor marking tape or tape and stencil to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- K. Arc Flash Warning Labeling: Self-adhesive labels.
- L. Operating Instruction Signs: Self-adhesive labels.
- M. Emergency Operating Instruction Signs: Self-adhesive labels with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer, load shedding and testing.
- N. Equipment Identification Labels:
 - 1. Indoor Equipment: Self-adhesive label.
 - 2. Outdoor Equipment: Laminated acrylic or melamine sign 4 inches high.

END OF SECTION 260553

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 3:30 P.M. on Monday, July 11, 2022. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **Corrections:** No erasures are permitted.
- a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 1. A single line (strike-through) to the entered text needing correction, and
 2. The corrected text written above the strike-through text, and
 3. The signer(s) of the Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responses to Bidders and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- a. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
12. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.

- a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB additionally promise that:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this IFB. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this IFB.
 - b. The successful Bidder shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Bidder shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the C

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words “no Bid” in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the “Statement of No Bid” no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder’s location to a specified location in the City of Republic. City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City’s determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an “or equal” is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance.

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written.
- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
 - a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
 - a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Bidder on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Bidders are herein informed that the work to be performed under this IFB is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
 - c. Pursuant to Section 292.675 RSMo., the successful Bidder shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the constructio

safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (which, for projects including any labor, means until the work is completed and accepted by the City; and which, for projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Bidder is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The Successful Bidder will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury including accidental death, and broad-form property damage, which may arise from the performance of any contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder shall procure and maintain:
- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
40. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
43. **Affidavit for Service Contracts:** The successful Bidder represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this IFB and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).
- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Bidder and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City’s return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this IFB.
45. **Davis-Bacon Act:** If the Instructions to Bidders have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this IFB shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated into this any agreement or contract awarded under this IFB.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Bid or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	\$ _____

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
	<p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,
and Section 292.675 RSMo., effective August 28, 2009

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, “[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. *See § 285.530(2), RSMo.*

Section 285.530 RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530 RSMo. applies if the services portion of the solicitation is over \$5,000.

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

_____ We **DO NOT** take exception to the IFB Documents/Requirements.

_____ We **TAKE** exception to the IFB Documents/Requirements as follows:

_____.

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N. MAIN AVENUE REPUBLIC, MO 65738

Missouri Tax ID Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved, pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable.

It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990 Letter Effective Date:
Contract Date: Certificate Expiration Date:
Contract #: Revised Expiration Date:
Project Description: Wastewater Infrastructure Installation at Hankins Farm Industrial Park
Project Location: 2561 State Highway MM
Project Completion Date: TBD
Auth. Signature:
Date:

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name:
Address:
City/State/Zip:

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes.

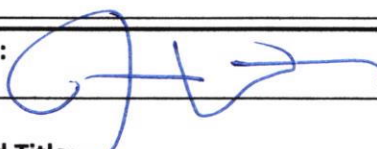
ATTACHMENT A - BID SUBMISSION FORM

Item 12.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
Base Bid	<ul style="list-style-type: none"> • Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. <p>One million, four hundred nine thousand, eight hundred dollars & 00/100</p>	<p>\$ <u>1,409,800.00</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated byreference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: JD Wallace Contracting, LLC</p> <hr/> <p>Address: PO Box 3754 Springfield, MO 65804</p> <hr/> <p>Signature: </p> <hr/> <p>Name and Title: Justin Wallace, President</p> <hr/>
<p>Telephone: <u>417-830-8309</u></p> <p>Cellular: <u>417-830-8309</u></p> <p>Facsimile: <u>n/a</u></p> <p>E-mail: <u>justin@jdwallace.co</u></p>	<p>Dated: <u>07/11/2022</u></p> <p>Bidder's Federal ID Number: <u>84-4182429</u></p>

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
for all agreements providing services in excess of \$5,000.00**

Effective 1/1/2009


STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Justin Wallace (Name) who is President (Title) of JD Wallace Contracting, LLC (Name of company), a (circle one) corporation, partnership, sole proprietorship, ~~limited liability company~~, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

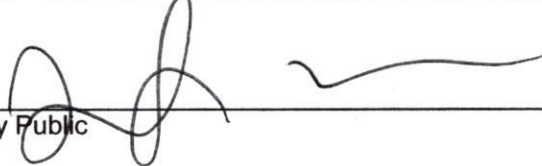


Signature

Justin Wallace

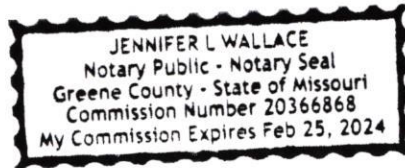
Printed Name

Subscribed and sworn to before me this 11th day of July, 2022.



Notary Public

My commission expires: FEB 25, 2024



City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

X We **DO NOT** take exception to the IFB Documents/Requirements.

 We **TAKE** exception to the IFB Documents/Requirements as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name JD Wallace Contracting, LLC

By 
(Authorized Person's Signature)

Company Address PO Box 3754
Springfield MO 65804

Telephone Number 417-830-8309

Fax Number None

Date 7/11/22

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email justin@jdwallace.co

Federal Tax ID No. 84-4182429

DBE Vendor (Yes/No): No Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

Company ID Number: 1513635

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the JD Wallace Contracting, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1513635

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1513635

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1513635

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1513635

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1513635

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1513635

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 1513635

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 1513635

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1513635

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1513635

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1513635

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1513635

Approved by:

Employer JD Wallace Contracting, LLC	
Name (Please Type or Print) Jennifer Wallace	Title
Signature Electronically Signed	Date 03/02/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/02/2020

Company ID Number: 1513635

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	JD Wallace Contracting, LLC
Company Facility Address	870 White Diamond Ct Springfield, MO 65809
Company Alternate Address	P.O. Box 3754 Springfield, MO 65804
County or Parish	GREENE
Employer Identification Number	844182429
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 1513635

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 1 site(s)

Company ID Number: 1513635

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Justin D Wallace
Phone Number (417) 830 - 8309
Fax Number
Email Address justin@jdwallace.co

Name Jennifer L Wallace
Phone Number (417) 861 - 2931
Fax Number
Email Address jennifer@jdwallace.co

Company ID Number: 1513635

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Bid Date: 07/11/2022

Item 12.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____

JD Wallace Contracting, LLC PO Box 3754 Springfield MO 65804

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

P.O. Box 3967 Peoria, IL 61612

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

City of Republic MO

(Here insert full name and address or legal title of Owner)

213 N Main Ave, Republic MO 65738

as Obligee, hereinafter called the Obligee, in the sum of _____

Five percent (5%) of amount bid

Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name and address and description of project)

New sanitary sewer line and lift station installation.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of July, 2022.

[Signature] { JD Wallace Contracting, LLC PO Box 3754 Springfield, MO
(Principal) (Seal)
Justin L. Ingle

[Signature] { RLI Insurance Company
(Surety) (Seal)
Sheryl C. Amos Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of May, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis Vice President



State of Illinois }
County of Peoria } SS

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 8th day of July, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick Corporate Secretary



**Addendum to Invitation for Bid
Wastewater Infrastructure Installation at Hankins
Farm Industrial Park 2561 State Highway MM**

Addendum # 1

7/1/2022

This is Addendum #1 to the Invitation for Bid, Wastewater Infrastructure Installation at Hankins Farm Industrial Park 2561 State Highway MM. Please note the bid opening date remains the same.

Clarification in the bid document:

1. Erosion control such as silt sock or silt fence shall be required downhill of all excavation work.
2. Fencing around the new lift station shall consist of 6ft chain link, with 3 strands barbwire arms at ~45 degrees outward on top. Gate into the lift station shall be minimum 12 ft double swing.
3. Inside lift station fencing, gravel is acceptable for surfacing.

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:

Garrett Brickner PE


Engineering Manager

BUILDS Department

City of Republic, Missouri

417.732.3405

gbrickner@republicmo.com


JUSTIN WALLACE, PRESIDENT
JD WALLACE CONTRACTING, LLC